



Blaine County Housing Authority  
Wednesday, August 09, 2023 , 12:00 PM  
Ketchum City Hall, Community Meeting Room, 191 5th St.  
West, Ketchum, Idaho 83340

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## 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](http://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/86727776205>  
Webinar ID: 867 2777 6205
- Address the Board in person at Ketchum City Hall, Community Meeting Room.
- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by 9 am the day of the meeting*)

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

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**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 LIAISONS:**

2. 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 Board Member asks to be removed from the Consent Agenda and considered separately.*

- [3.](#) Recommendation to approve minutes for July 12, 2023 - City Clerk Trent Donat
- [4.](#) Recommendation to approve Treasurer's report and financials for July 2023 - Treasurer Shellie Gallagher
- [5.](#) Recommendation to Implement a New Data and Application System - Housing Director Carissa Connelly
- [6.](#) Recommendation to Approve Contract for Services with Courtney Noble, for Housing Navigation System - Housing Director Carissa Connelly
- [7.](#) Recommendation to Approve Sublease with Blaine County Charitable Fund - Housing Director Carissa Connelly
- [8.](#) Recommendation to Deny Taan Robrahn's Exception Request - Housing Director Carissa Connelly
- [9.](#) Recommendation to Conditionally Approve Prue Hemmings' Exception Request - Housing Director Carissa Connelly
- [10.](#) Recommendation to Authorize Recording of updated Community Housing Guidelines - Housing Director Carissa Connelly

**PUBLIC HEARING:**

- [11.](#) Recommendation to Adopt Emergency and Transitional Housing Plan - Housing Director Carissa Connelly

**NEW BUSINESS:**

12. Guidance on Emergency and Transitional Housing Plan Actions - Housing Director Carissa Connelly
13. Update on Hiring Process - Housing Director Carissa Connelly
14. Update on Board Composition and Liaisons - Housing Director Carissa Connelly

**EXECUTIVE SESSION:**

15. Executive Session pursuant to Idaho Code 74-206(1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated - Housing Director Carissa Connelly

**ADJOURNMENT:**



Blaine County Housing Authority  
Wednesday, July 12, 2023, 12:00 PM  
Sawtooth Business Center, Payette Conference Room, 101  
Empty Saddle RD, Hailey, ID 83333

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## AGENDA

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- Join us via Zoom (*please mute your device until called upon*)  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/86803301960>  
Webinar ID:868 0330 1960
- Address the Board in person at Sawtooth Business Center in the Payette Conference Room.
- Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)  
(*by noon the day of the meeting*)

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

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**CALL TO ORDER:** By Board Chairman Keith Perry (00:15:45 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.

Keith Perry—Board Chair

Sarah Seppa—Board Member

Jenni Rangle—Board Member

Nate Hart—Vice Chair

Mason Fredrickson—Treasurer (online)

Carissa Connelly—Housing Director

### ALSO PRESENT:

Mary Fauth—Blaine County Charitable Fund, Executive Director (online)

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

1. Public comments submitted (00:16:54 in video)  
Letter of support - Blaine County Charitable Fund, Executive Director—Mary Fauth

**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 Board member asks to be removed from the Consent Agenda and considered separately.*

2. Recommendation to approve minutes for June 14, 2023—City Clerk Trent Donat
3. Recommendation to approve Treasurer's report and financials for June 2023—Treasurer Shellie Gallagher

**Motion to approve consent agenda items #2 - #3. (00:20:58 in video)**

**MOVER:** Keith Perry

**SECONDER:** Jenni Rangle

**AYES:** Nate Hart

**RESULT: ADOPTED UNANIMOUS**

4. Recommendation to approve an exception for community homeowner, Chase Hamilton—Housing Director Carissa Connelly *(00:21:24 in video)*

**Motion to approve consent agenda items #4. (00:24:11 in video)**

**MOVER:** Keith Perry

**SECONDER:** Jenni Rangle

**AYES:** Sarah Seppa

**ABSTAIN:** Nate Hart

**RESULT: ADOPTED**

**PUBLIC HEARING:**

**NEW BUSINESS:**

5. Introduction to new board members—Board Chair Keith Perry *(00:24:42 in video)*
6. Update on staffing efforts and organizational chart—Housing Director Carissa Connelly *(00:31:28 in video)*
7. Proposed update to by-laws—Board Chair Keith Perry & Housing Director Carissa Connelly *(00:41:12 in video)* skipped for Treasurer Mason Fredrickson to be present, return to item *(01:15:00 in video)*

**Motion to approve the revisions as amended. (01:23:18 in video)**

**MOVER:** Nate Hart

**SECONDER:** Mason Fredrickson

**AYES:** Keith, Jenni, Sarah, Nate, Mason

**RESULT: ADOPTED UNANIMOUS**

8. Introduction to DRAFT Shelter Plan—Consultant Courtney Noble (unavailable), Housing Director Carissa Connelly *(00:42:05 in video)*
9. Update on Housing Navigation System—Consultant Courtney Noble (unavailable), Housing Director Carissa Connelly *(01:24:16 in video)*
10. Recommendation to approve use of pre-application—Consultant Courtney Noble (unavailable), Housing Director Carissa Connelly *(01:24:31 in video)*

**Motion to approve use of BCHA housing navigation and pre-application. (01:32:31 in video)**

**MOVER:** Sarah Seppa  
**SECONDER:** Jenni Rangle  
**AYES:** Keith, Nate, Mason  
**RESULT: ADOPTED UNANIMOUS**

11. Update on HOA fees in deed covenants—Housing Director Carissa Connelly (01:33:05 end of video)  
\*video was disrupted for the remaining of the session, an audio recording was referenced for the remainder of the session.

Discussed asking HOAs to amend CC&R's to reduce HOA fees (audio file: 01:22:30)

- Keith and Mason to contact HOAs
- 61% of deed restricted units do not have HOA reductions
- 12 HOAs needing to be approached, possibly an additional 5 HOAs
- Ongoing use of deed restricted units: Carissa to provide additional asks to HOAs
- Possibility to re-record a deed with a new income level
- Discussion of deed-restricted sale

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

**Motion to adjourn.** (01:42:55 in audio)

**MOVER:** Keith Perry  
**SECONDER:** Sarah Seppa  
**AYES:** Nate, Mason, Jenni  
**RESULT: ADOPTED UNANIMOUS**

**Respectfully submitted by:**

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Trent Donat  
City of Ketchum

**Approved by:**

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Keith Perry  
BCHA Chair

**BLAINE COUNTY HOUSING AUTHORITY**

**Cash in Bank, Period Ending 07/31/2023**

**RECONCILIATION REPORT**

Reconciled on: 08/04/2023

Reconciled by: finance@ketchumidaho.org

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

**Summary**

	USD
Statement beginning balance.....	8,959.93
Checks and payments cleared (13).....	-13,250.34
Deposits and other credits cleared (1).....	59,723.08
Statement ending balance.....	<u>55,432.67</u>
Uncleared transactions as of 07/31/2023.....	-10,406.93
Register balance as of 07/31/2023.....	45,025.74

**Details**

Checks and payments cleared (13)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/05/2023	Expense		HOWARD	-2,000.00
05/20/2023	Expense	7423019	JOE'S BACKHOF SERVICE, INC	-185.00
06/01/2023	Expense	19678	KETCHUM COMPUTERS	-460.50
06/14/2023	Expense	050123051823	MICHAEL POLICY DEVELOPMENT	-4,000.00
06/15/2023	Expense		101 EMPTY SADDLE TRAIL LLC	-1,000.00
06/30/2023	Expense		quickbooks	-30.00
07/06/2023	Expense		Sun Valley Elkhorn Association, Inc	-478.33
07/06/2023	Expense		Sun Valley Elkhorn Association, Inc	-522.26
07/11/2023	Expense	19755	KETCHUM COMPUTERS	-584.25
07/11/2023	Expense	90819	City Of Ketchum	-2,800.00
07/11/2023	Expense	156938	WHITE PETERSON	-270.00
07/17/2023	Expense	5120	C & R Electric	-80.00
07/21/2023	Expense		Ann Sandefer	-840.00
<b>Total</b>				<b>-13,250.34</b>

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/07/2023	Deposit			59,723.08
<b>Total</b>				<b>59,723.08</b>

**Additional Information**

Uncleared checks and payments as of 07/31/2023

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
03/15/2023	Deposit		City Of Ketchum	-5,747.56
07/11/2023	Expense	76338	BEARROCK INVESTMENTS LLC	-2,000.00
07/15/2023	Expense		101 EMPTY SADDLE TRAIL LLC	-1,000.00
07/21/2023	Expense		SLIDEROOM TECHSOLOGIES	-820.00
<b>Total</b>				<b>-62,407.52</b>

Uncleared deposits and other credits as of 07/31/2023

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
<b>Total</b>				<b>52,000.59</b>



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

5440 IMG S Y ST01

Account Number:  
1 533 9512 1848  
Statement Period:  
Jul 3, 2023  
through  
Jul 31, 2023

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000272574 00 SP 106481801165864 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](http://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 August 14, 2023, important updates will be made to the *Your Deposit Account Agreement* document which may affect your rights. The changes are generally described below, but you should review the changes in their entirety.

Beginning July 10, 2023, you can review the full revised disclosure at [usbank.com/YDAA](http://usbank.com/YDAA), by calling 800-673-3555 or by visiting your local U.S. Bank branch. We accept relay calls.

### Here's what you should know:

- Updated section title from Electronic Banking Agreement to Electronic Fund Transfers, for Consumer Customers and Business Customers.
- For all references to the Returned Deposited and Cashed Items, updated title to Returned Deposited Items for Business Accounts Only. The Returned Deposited Item Fee or Cashed Check Fee was removed for consumer only on February 13, 2023 and will no longer be charged.
- Moved Real Time Payment/Prohibition on Foreign Payments section to the U.S. Bank *Digital Services Agreement (DSA)*. You can view the DSA online at [usbank.com/dsa](http://usbank.com/dsa).
- Under the Changes to Our Agreement with You section, added additional detail to include changing and/or adding terms to the agreement and added details regarding Resolution of Disputes by Arbitration.
- Under the Levies, Garnishments and Other Legal Process section, updated our garnishment terms.
- Under Resolution of Disputes by Arbitration section, removed references to JAMS and added additional information regarding Small Claims Jurisdiction and Arbitration Procedures and Arbitration Costs.
- Under Terms Applicable to All Accounts section, added a sub-section titled Litigation Class Action Waiver.
- Under Longer Delays May Apply section, added a sub-section titled Large Deposits.
- Under Electronic Fund Transfers for Consumer and Business Customers sections, added sub-section titled Virtual Debit Card.
- Removed the Minnesota Liability Disclosure.
- Under Electronic Fund Transfers for Consumer and Business Customers sections, added clarification to refer to the *Digital Services Agreement*.

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](http://usbank.com/book) to speak with a banker in person, by phone or virtually.



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
<b>TOTAL</b>	<b>\$</b>

**Outstanding Withdrawals**

DATE	AMOUNT
<b>TOTAL</b>	<b>\$</b>

- 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**

**On 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.







PO BOX 4045  
KETCHUM ID 83340-4001

Account Number:  
1 533 9512 1848  
Statement Period:  
Jul 3, 2023  
through  
Jul 31, 2023  
Page 2 of 5



## SILVER BUSINESS CHECKING

**Member FDIC**  
Account Number 1-533-9512-1848

### Account Summary

	# Items		
Beginning Balance on Jul 3		\$	8,959.93
Customer Deposits	1		59,723.08
Other Withdrawals	3		1,030.59-
Checks Paid	10		12,219.75-
<b>Ending Balance on Jul 31, 2023</b>		<b>\$</b>	<b>55,432.67</b>

### Customer Deposits

Number	Date	Ref Number	Amount
	Jul 7	9214375040	59,723.08 ✓

**Total Customer Deposits** \$ **59,723.08** ✓

### Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jul 6	Electronic Withdrawal REF=231870044106860N00	To Elkhorn Village 1820304717L35301 OELK10437	\$ 478.33- ✓
Jul 6	Electronic Withdrawal REF=231870044106880N00	To Elkhorn Village 1820304717L35301 OELK10445	522.26- ✓
Jul 11	Internet Banking Payment	To Credit Card *****2376	30.00- ✓

**Total Other Withdrawals** \$ **1,030.59-**

### Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
108	Jul 5	8613556434	2,000.00 ✓	5120	Jul 18	8315757468	80.00 ✓
112*	Jul 6	8915217142	1,000.00 ✓	5121	Jul 20	8912112685	2,800.00 ✓
115*	Jul 3	8017211922	185.00 ✓	5122	Jul 25	8315435483	584.25 ✓
116	Jul 5	8615916972	4,000.00 ✓	5123	Jul 21	9213651621	270.00 ✓
119*	Jul 3	8017354842	460.50 ✓	5126*	Jul 31	8013663142	840.00 ✓

\* Gap in check sequence

**Conventional Checks Paid (10)** \$ **12,219.75-**

### Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jul 3	8,314.43	Jul 11	60,006.92	Jul 21	56,856.92
Jul 5	2,314.43	Jul 18	59,926.92	Jul 25	56,272.67
Jul 6	313.84	Jul 20	57,126.92	Jul 31	55,432.67
Jul 7	60,036.92				

Balances only appear for days reflecting change.

### ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: June 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

<sup>1</sup> 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
Repository Services			
Combined Transactions/Items	15		No Charge



PO BOX 4045  
KETCHUM ID 83340-4001

Account Number:  
1 533 9512 1848  
Statement Period:  
Jul 3, 2023  
through  
Jul 31, 2023

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**ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)**

**Service Activity Detail for Account Number 1-533-9512-1848 (continued)**

<i>Service</i>	<i>Volume</i>	<i>Avg Unit Price</i>	<i>Total Charge</i>
Subtotal: Depository Services			0.00
Fee Based Service Charges for Account Number 1-533-9512-1848			\$ 0.00



MAGES FOR YOUR SILVER BUSINESS CHECKING ACCOUNT

Member FDIC  
Account Number 1-533-9512-1848

Account: PAYMENT PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$2,000.00  
372/1231  
BLAINE COUNTY HOUSING AUTHORITY  
PO BOX 4045  
KETCHUM, ID 83340-4001  
Please Direct Any Questions To  
(800) 278-8302  
OUR OPERATIONS DEPARTMENT  
0000005108  
May 15, 2023  
US BANK NA  
1184 9832 EPM ST 97114 1/1 478491528 1 8933155  
Pay TWO THOUSAND AND 00/100 DOLLARS \$\*\*\*\*\*2,000.00  
TO THE ORDER OF ANNA HOWARD  
PO BOX 5834  
KETCHUM, ID 83340 6834  
Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor  
⑈005108⑈ ⑆123103729⑆ 153395121848⑈

108 Jul 05 2,000.00

Account: 0001 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$460.50  
372/1231  
BLAINE COUNTY HOUSING AUTHORITY  
PO BOX 4045  
KETCHUM, ID 83340-4001  
Please Direct Any Questions To  
(800) 278-8302  
OUR OPERATIONS DEPARTMENT  
0000005119  
July 03, 2023  
US BANK NA  
1184 9832 EPM ST 97114 1/1 478491528 1 8933155  
MEMO: INVOICE 19678 BCHA  
Pay FOUR HUNDRED SIXTY AND 50/100 DOLLARS \$\*\*\*\*\*460.50  
TO THE ORDER OF KETCHUM COMPUTERS  
PO BOX 5186  
KETCHUM, ID 83340-5186  
Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor  
⑈005149⑈ ⑆123103729⑆ 153395121848⑈

5119\* Jul 03 460.50

Account: BLAINE COUNTY HOUSING AUTHORITY PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$1,000.00  
372/1231  
BLAINE COUNTY HOUSING AUTHORITY  
PO BOX 4045  
KETCHUM, ID 83340-4001  
Please Direct Any Questions To  
(800) 278-8302  
OUR OPERATIONS DEPARTMENT  
0000005112  
June 16, 2023  
US BANK NA  
1184 9832 EPM ST 97114 1/1 478491528 1 8933155  
Pay ONE THOUSAND AND 00/100 DOLLARS \$\*\*\*\*\*1,000.00  
TO THE ORDER OF 101 EMPTY SADDLE TRAIL LLC  
C O MERWETHER ADVISORS  
232 171 AVE N # 100  
SEATTLE, WA 98109-5007  
Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor  
⑈005112⑈ ⑆123103729⑆ 153395121848⑈

112\* Jul 06 1,000.00

Account: 00 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$80.00  
372/1231  
BLAINE COUNTY HOUSING AUTHORITY  
PO BOX 4045  
KETCHUM, ID 83340-4001  
Please Direct Any Questions To  
(800) 278-8302  
OUR OPERATIONS DEPARTMENT  
0000005120  
July 18, 2023  
US BANK NA  
1184 9832 EPM ST 97114 1/1 478491528 1 8933155  
MEMO: INV 2703  
Pay EIGHTY AND 00/100 DOLLARS \$\*\*\*\*\*80.00  
TO THE ORDER OF C AND R ELECTRIC INC  
PO BOX 3730  
HAILEY, ID 83333-3730  
Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor  
⑈005120⑈ ⑆123103729⑆ 153395121848⑈

5120 Jul 18 80.00

Account: PAYMENT PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$185.00  
372/1231  
BLAINE COUNTY HOUSING AUTHORITY  
PO BOX 4045  
KETCHUM, ID 83340-4001  
Please Direct Any Questions To  
(800) 278-8302  
OUR OPERATIONS DEPARTMENT  
0000005115  
June 22, 2023  
US BANK NA  
1184 9832 EPM ST 97114 1/1 478491528 1 8933155  
MEMO: INV 7423919  
Pay ONE HUNDRED EIGHTY FIVE AND 00/100 DOLLARS \$\*\*\*\*\*185.00  
TO THE ORDER OF JOE'S BACKHOE SERVICE INC  
PO BOX 54  
RICHFIELD, ID 83349-0054  
Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor  
⑈005115⑈ ⑆123103729⑆ 153395121848⑈

115\* Jul 03 185.00

Account: BCHA PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$2,800.00  
372/1231  
BLAINE COUNTY HOUSING AUTHORITY  
PO BOX 4045  
KETCHUM, ID 83340-4001  
Please Direct Any Questions To  
(800) 278-8302  
OUR OPERATIONS DEPARTMENT  
0000005121  
July 18, 2023  
US BANK NA  
1184 9832 EPM ST 97114 1/1 478491528 1 8933155  
Pay TWO THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS \$\*\*\*\*\*2,800.00  
TO THE ORDER OF CITY OF KETCHUM  
PO BOX 2315  
KETCHUM, ID 83340-2315  
Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor  
⑈005121⑈ ⑆123103729⑆ 153395121848⑈

5121 Jul 20 2,800.00

Account: BCHA PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$4,000.00  
372/1231  
BLAINE COUNTY HOUSING AUTHORITY  
PO BOX 4045  
KETCHUM, ID 83340-4001  
Please Direct Any Questions To  
(800) 278-8302  
OUR OPERATIONS DEPARTMENT  
0000005116  
June 22, 2023  
US BANK NA  
1184 9832 EPM ST 97114 1/1 478491528 1 8933155  
MEMO: May 1 to 18 Hours  
Pay FOUR THOUSAND AND 00/100 DOLLARS \$\*\*\*\*\*4,000.00  
TO THE ORDER OF MICHAEL POLICY SOLUTIONS LLC  
PO BOX 3060  
SUN VALLEY, ID 83353-3060  
Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor  
⑈005116⑈ ⑆123103729⑆ 153395121848⑈

116 Jul 05 4,000.00

Account: 0001 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$584.25  
372/1231  
BLAINE COUNTY HOUSING AUTHORITY  
PO BOX 4045  
KETCHUM, ID 83340-4001  
Please Direct Any Questions To  
(800) 278-8302  
OUR OPERATIONS DEPARTMENT  
0000005122  
July 18, 2023  
US BANK NA  
1184 9832 EPM ST 97114 1/1 478491528 1 8933155  
Pay FIVE HUNDRED EIGHTY FOUR AND 25/100 DOLLARS \$\*\*\*\*\*584.25  
TO THE ORDER OF KETCHUM COMPUTERS  
PO BOX 5186  
KETCHUM, ID 83340-5186  
Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor  
⑈005122⑈ ⑆123103729⑆ 153395121848⑈

5122 Jul 25 584.25

\* Gap in check sequence

**MAGES FOR YOUR SILVER BUSINESS CHECKING ACCOUNT (CONTINUED)**  
Account Number 1-533-9512-1848

ACCOUNT: **BCHA** \$270.00  
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: 156035 063123

US BANK NA  
1204 8832 EXP 02 2214 173 42617499-1 99103801

Pay **TWO HUNDRED SEVENTY AND 00/100** DOLLARS

TO THE ORDER OF: WHITE PETERSON  
5700 E FRANKLIN RD STE 200  
NAMPA, ID 83687-7901

VOID AFTER 180 DAYS  
SIGNATURE ON FILE  
THIS CHECK HAS BEEN AUTHORIZED  
BY YOUR DEPOSITOR

0000005123  
July 18, 2023

\$ \*\*\*\*\*270.00

⑈005123⑈ ⑆123103729⑆ 153395121848⑈

123 Jul 21 270.00

\* Gap in check sequence

ACCOUNT: **BCHA** \$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

US BANK NA  
1204 8832 EXP 02 2214 173 42617499-1 99103801

Pay **EIGHT HUNDRED FORTY AND 00/100** DOLLARS

TO THE ORDER OF: ANN SANDEFER  
PO BOX 6906  
KETCHUM, ID 83340-6906

VOID AFTER 180 DAYS  
SIGNATURE ON FILE  
THIS CHECK HAS BEEN AUTHORIZED  
BY YOUR DEPOSITOR

0000005126  
July 28, 2023

\$ \*\*\*\*\*840.00

⑈005126⑈ ⑆123103729⑆ 153395121848⑈

5126\* Jul 31 840.00

# BLAINE COUNTY HOUSING AUTHORITY

## Balance Sheet

As of August 4, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Cash in Bank	17,358.10
BCHA - Operating Reserve 2478	342.33
Checking US BANK	33,072.87
Petty Cash	0.00
<b>Total Cash in Bank</b>	<b>50,773.30</b>
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
<b>Total Restricted Cash-LGIP 3138</b>	<b>18,487.78</b>
<b>Total Restricted Cash</b>	<b>24,337.78</b>
<b>Total Bank Accounts</b>	<b>\$75,111.08</b>
Accounts Receivable	
Fees Receivable	0.00
Restricted Cash Receivable	0.00
<b>Total Accounts Receivable</b>	<b>\$0.00</b>
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
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$75,111.08</b>
Fixed Assets	
Accumulated Depr Lift Tower	-81,220.22
Land Purchase	0.00
Office fixtures, furniture	0.00
Property Held for Development	0.00
<b>Total Fixed Assets</b>	<b>\$ -81,220.22</b>

# BLAINE COUNTY HOUSING AUTHORITY

## Balance Sheet As of August 4, 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
<b>Total Other Assets</b>	<b>\$1,355,061.26</b>
<b>TOTAL ASSETS</b>	<b>\$1,348,952.12</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	26,597.13
<b>Total Accounts Payable</b>	<b>\$26,597.13</b>
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
<b>Total Accrued Payroll Liabilities</b>	<b>269.37</b>
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
<b>Total Other Current Liabilities</b>	<b>\$1,482.42</b>
<b>Total Current Liabilities</b>	<b>\$28,079.55</b>
<b>Total Liabilities</b>	<b>\$28,079.55</b>
Equity	
Net Assets	
Restricted to Housing Costs	0.00
Unrestricted	0.00
<b>Total Net Assets</b>	<b>0.00</b>
Opening Bal Equity	155.82
Reserved Fund Balance	0.00

# BLAINE COUNTY HOUSING AUTHORITY

## Balance Sheet

As of August 4, 2023

	TOTAL
Retained Earnings	1,289,769.04
Transfer Out	0.00
Unreserved Fund Balance	46,680.39
Net Income	-15,732.68
<b>Total Equity</b>	<b>\$1,320,872.57</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,348,952.12</b>



# BLAINE COUNTY HOUSING AUTHORITY

## BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

### Recommended Motion:

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

#### **Goal 5 of BCHA's Strategic Plan: Steward/preserve + expand portfolio of deed restricted homes**

Existing BCHA systems for data, application, ongoing compliance, and tracking communications are disorganized and not intuitive. HomeKeeper provides a data management system that plugs into Salesforce, the renowned customer relationship management service. We can house all files related to specific tenants and homeowners in one location, link files to specific properties, and track communications and to-dos all from the same dashboard.

Staff and consultants, including Sunny Shaw, have explored alternative systems to the amalgamation that comprises BCHA's data management system:

- Slideroom for applications
- Weebly for compliance
- Sharepoint and paper files for documents (with each staff historically using their own desktop for filing)
- Outlook for communications

To adequately and efficiently service applicants, ensure compliance, and track properties, staff recommend contracting for services with HomeKeeper and Salesforce. HomeKeeper and staff recommend also contracting with a data management specialist to migrate to the new system. There are specialists who have done this for many of HomeKeepers users, include one organization who developed the online platform. These specialists would also assist in online forms and any advanced customization needed. This would be more cost and time effective than staff attempting it.

#### **Goal 3 of BCHA's Strategic Plan: Expand, coordinate + improve services to create housing stability**

The Housing Navigation System and community needs identified last year also support BCHA beginning housing counseling services. These are formal credentials with training that both the Housing Coordinator and Program Administrator would take. BCHA would then offer this service to the myriad of households that do not know how to best find resources – whether they be unhoused, at risk of displacement or foreclosure,



or just needing general guidance on creating a stable housing plan. BCHA committed to providing this service upon receipt of the grant from Idaho Housing Finance Association.

Staff recommend starting off with a data management system created and managed by former housing counselors. This includes integration with any necessary HUD reporting. HomeKeeper provides this system.

**Cost considerations**

Primary Takeaway: Initial setup + first year user costs could be around \$26,000. Ongoing, annual costs would be a minimum of \$9,500. Current expenses are at least \$3,300 – not accounting for staff time searching for emails, documents, etc.

HomeKeeper: For first year onboarding and ongoing annual fees for both their general data management system and an additional housing counseling system. First year fees for the two systems would be \$12,800 and more cost effective than adding housing counseling later. Year two and anticipated ongoing annual fees would be \$6,800. These costs are based on our portfolio size.

Salesforce: Salesforce is an additional license. Depending on the number of users and which level of Salesforce needed, this would cost a minimum of \$2,700 for three users per year up.

Data Migration: Staff anticipates this additional cost to be about \$10,000 to \$15,000, potentially less if the new Program Administrator is versed in data migration. The result, however, would be that the Program Administrator maintains data integrity, and updates data configuration and forms as needed. Staff will seek board approval on this specialist at the next board meeting.

**Recommendation**

Staff recommend entering into contracts for services with HomeKeeper and Salesforce. Both contracts are subject to final revisions, but any changes would be minor adjustments.

Financial Impact:

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

Attachments:

1. Resolution No. 2023-02
2. Contract for Services with HomeKeeper
3. Contract for Services with Salesforce

**RESOLUTION No. 2023-02**

**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  
IMPLEMENT A NEW DATA SYSTEM WITH THE REQUIRED CONTRACTS WITH HOMEKEEPER AND SALESFORCE**

WHEREAS, staff researched and found the most suitable data management product for BCHA’s responsibilities; and

WHEREAS, the purpose of the Plan is to recommend long-term and immediate actions for a healthy housing ecosystem and address the needs of people who live or work in Blaine County; and

WHEREAS, the BCHA administrative staff and consultant Courtney Noble prepared and presented to the BCHA Board for its review the Plan on July 12, 2023; and

WHEREAS, BCHA administrative staff have determined, and sought confirmation of said determination by legal counsel, City of Ketchum’s finance and administrative teams that recording the substantive Policy direction with BCHA is a necessary and beneficial action warranting the approval and authorization of the BCHA Board; 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 Plan on August 9, 2023, set forth in Exhibit A, 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

## HomeKeeper Participation Agreement

THIS **PARTICIPATION AGREEMENT** (this “Agreement”), effective as of «TSTART TABLESTART:REPORTDATA REPORT» «ENGAGEMENT\_START\_DATE\_1» (the “Effective Date”), is made and entered into by and between Grounded Solutions Network, a California not-for-profit (“Company”), having a mailing address P.O. Box 70724, Oakland, California, 94612, and «Account\_Name» (“Participating Organization”), having an address at «Billing\_Address\_Line\_1», «Billing\_City», «Full\_State\_Name», «Billing\_Zip/Postal\_Code»«TEND:REPORT». The Company and Participating Organization are individually referred to herein as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, the Company is exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”);

**WHEREAS**, in furtherance of the tax-exempt purposes of the Company, the Company provides technical assistance to participants in the affordable housing industry;

**WHEREAS**, in furtherance of the tax-exempt purposes of the Company, the Company has developed Salesforce.com managed packages known collectively as “HomeKeeper”;

**WHEREAS**, as of the Effective Date, HomeKeeper consists of two packages (each a “HomeKeeper Package”):

(a) “HomeKeeper,” which is both a workflow management system designed to help participants in the affordable housing industry manage their homeownership programs and track the impact of their programs in their communities; and a client management system (“CMS”) designed for use by participants in the Housing Counseling Program, 24 CFR part 214 (the “Housing Counseling Program”), of the United States Department of Housing and Urban Development (“HUD”).

(b) “HomeKeeper HUD Connect,” which is a managed package that, when installed with the HomeKeeper managed package, automates portions of the counseling processes, including data transfers to HUD’s Housing Counseling System (HCS);

**WHEREAS**, in furtherance of the tax-exempt purposes of the Company, the Company has also developed a database that will be used to aggregate and analyze data collected through HomeKeeper for Homeownership and generate sector-wide performance reports that are based on such data (the “HomeKeeper National Data Hub”);

**WHEREAS**, in furtherance of the tax-exempt purposes of the Company, the Company has entered into similar types of agreements with affordable housing industry participants who wish to utilize HomeKeeper to manage their homeownership programs and/or support their participation in the Housing Counseling Program, track the impact of their programs in their communities, and/or contribute data to the HomeKeeper National Data Hub in order to improve the depth and quality of the industry data available to participants (collectively, “HomeKeeper Participants”);

**WHEREAS**, the Participating Organization wishes to become a HomeKeeper Participant on the terms and subject to the conditions set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

### AGREEMENT

1. HomeKeeper Participation. Subject to the payment of the fees described in Section 5 hereof, the Participating Organization will, upon the execution of this Agreement, become a “HomeKeeper Participant” with respect to the HomeKeeper Package(s) specified in Exhibit A hereto and will be entitled to receive the benefits described in Section 2 hereof with respect to such HomeKeeper Package(s).

2. Benefits Available to Participants. As a HomeKeeper Participant, the Participating Organization will be granted access to and authorized to use a standardized, object code version of the applicable HomeKeeper Package(s), have the opportunity to provide input to the Company with regard to the standardization of national, affordable housing reporting metrics, collaborate on future updates and improvements to HomeKeeper and, have access to the sector-wide performance reports that are generated by the HomeKeeper National Data Hub.

(a) Managed Software Package.

(i) Software. HomeKeeper will be available to the Participating Organization through Salesforce.com.

(ii) Maintenance. The Company will maintain HomeKeeper by:

a. Performing bug fixes as needed; and

b. Updating the software to include new features and functionality from time to time at the Company’s discretion based on input from HomeKeeper Participants.

(iii) Support. The Company will support HomeKeeper, and provide training to HomeKeeper Participants, as described on the “Training & Support Schedule” posted on the Company’s website at MyHomeKeeper.org, as such schedule may be updated and modified from time to time by the Company. Although the Company wishes to provide a seamless user experience to HomeKeeper Participants, it may be necessary or desirable for HomeKeeper Participants to interact directly with the Company’s third party technology service providers from time to time to obtain certain support services as described on the Training / Support Schedule. In addition, the Participating Organization understands and agrees that, in the event that fees collected from HomeKeeper Participants are insufficient to cover all training and support costs, the Company may scale training and support back to a level that is achievable with available funding. Except as noted on the Training / Support Schedule, the cost of third-party support is included in the fees that are payable to the Company pursuant to Section 5.

(b) HomeKeeper National Data Hub. HomeKeeper is designed to transfer data from certain data fields selected by the Company from each HomeKeeper user account to the

HomeKeeper National Data Hub, where the data will be aggregated and analyzed and ultimately used as a basis for industry sector performance reports in furtherance of the Company's tax-exempt purposes. Additional data may be collected through surveys of HomeKeeper Participants conducted by the Company from time to time ("Program Surveys"); Program Survey data will also be stored in and analyzed through the HomeKeeper National Data Hub. The Company will furnish the Participating Organization with a copy of, or access to, all reports containing aggregated affordable housing industry data that are generated by the Company through the HomeKeeper National Data Hub which are intended for general distribution to HomeKeeper Participants. These reports may include measurements of the overall performance and affordability of the affordable homeownership model, and the impact of the affordable homeownership program model as demonstrated by return on community investment, homeowner mobility and foreclosure rates. For clarity, the benefits described in this Paragraph (b) shall apply only if the Participating Organization meets the eligibility criteria as determined by the Company and actively enrolls in the HomeKeeper National Data Hub.

- (c) HomeKeeper Participant Meetings. The Company will organize a meeting of HomeKeeper Participants at least once each year to discuss potential improvements to HomeKeeper, the reports generated through the HomeKeeper National Data Hub and other topics that may be of interest to HomeKeeper Participants. The Company will schedule such meetings, prepare and distribute materials that will be referenced during the meetings, and host the meetings.

3. Responsibilities of Participating Organization. Subject to Paragraph (f) below, as a condition to receiving the benefits available to HomeKeeper Participants described in Section 2 above, the Participating Organization shall fulfill the responsibilities set forth in this Section 3.

- (a) Cooperation. The Participating Organization shall use its best efforts to cooperate with the Company and third parties identified by the Company as may be reasonably necessary so as to enable the Company to facilitate: (i) the activities of HomeKeeper Participants with respect to HomeKeeper; and (ii) the implementation, maintenance and support of HomeKeeper, including identification of a primary contact for implementation, maintenance and support. If the Participating Organization is eligible, such cooperation shall include facilitating the implementation, maintenance and support of the HomeKeeper National Data Hub as well as the data collection, aggregation, reporting and analytics for the HomeKeeper National Data Hub; furnishing information and materials regarding the Participating Organization's affordable homeownership programs and related transactions to the Company in a timely, accurate and complete fashion; entering all current and past property and homebuyer files for then current homeowners; completing all required data fields; making Participating Organization's personnel reasonably available to the Company upon request; and completing Program Surveys upon request.
- (b) Salesforce.com Account and Additional Technology Services. The Participating Organization must have a Salesforce.com account in order to access and use HomeKeeper. The Participating Organization is solely responsible for establishing the account and paying the fees charged by Salesforce.com in connection with the account, including set up and account administration fees (if any). One of the Salesforce.com user

licenses acquired by the Participating Organization must be allocated to the Company so that the Company may access the Participating Organization's Salesforce.com account in order to transfer data to the HomeKeeper National Data Hub and collection of usage data. If Salesforce.com or any other third-party offers products or services that are not specified on the Training / Support Schedule to the Participating Organization and the Participating Organization elects to purchase such products and services, the Participating Organization is solely responsible for paying the fees charged by Salesforce.com or any third-party with respect to such products and services.

- (c) HomeKeeper National Data Hub. If the Participating Organization eligible, it agrees to contribute the data described in Section 2(b) above to the HomeKeeper National Data Hub throughout the Term of this Agreement. The Company will have a non-exclusive, unrestricted, fully paid up, transferable, sub-licensable, perpetual right and license to use, distribute and create derivative works of all such data contributed by or on behalf of the Participating Organization to the HomeKeeper National Data Hub (collectively, "Participating Organization HomeKeeper National Data Hub Data"), provided that the Company will not distribute or otherwise disclose Participating Organization HomeKeeper National Data Hub Data that has not been aggregated ("Raw Data"), or performance metrics based on Participating Organization HomeKeeper National Data Hub Data that are specific to the Participating Organization, to any unaffiliated third party unless the third party has entered into an agreement with the Company containing protections against the unauthorized disclosure of the Raw Data or organization-specific performance metrics. The foregoing license shall survive the termination of this Agreement for any reason. For the avoidance of doubt, following the termination of this Agreement for any reason the Company shall have the right under the foregoing license to retain and use, distribute and create derivative works of all Participating Organization HomeKeeper National Data Hub Data collected prior to the termination of this Agreement; however, the Participating Organization shall not have an ongoing obligation to continue to contribute additional Participating Organization HomeKeeper National Data Hub Data following the termination of this Agreement.
- (d) HomeKeeper Usage Data. The Participating Organization acknowledges and agrees that the Company, in its discretion, may collect and use data concerning the frequency, volume and types of uses of HomeKeeper by the Participating Organization and other HomeKeeper Participants ("HomeKeeper Usage Data"); provided, however, the Company will not distribute or otherwise disclose HomeKeeper Usage Data that is specific to the Participating Organization to any unaffiliated third party unless the third party has entered into an agreement with the Company containing protections against the unauthorized disclosure of such HomeKeeper Usage Data.
- (e) Exceptions. The Company recognizes that due to the nature of their organization or other circumstances certain HomeKeeper Participants may not be in a position to fulfill all of the responsibilities set forth in this Section 3. If requested by the Participating Organization, the Company, in its discretion, may agree to certain exceptions to these responsibilities for the Participating Organization and, in light of such exceptions, may elect to exclude or limit certain of the benefits described in Section 2 above that will be made available to the Participating Organization. Any such exceptions, exclusions and

limitations will be as agreed in writing by the parties and attached as an Exhibit to this Agreement.

4. Term and Termination.

- (a) Term. The term of this Agreement will commence on the Effective Date and will continue in effect for «TSTART:REPORT»«Initial\_Term»«TEND:REPORT» (the "Initial Term"). This Agreement will automatically renew for additional, consecutive one (1) year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"), until such time as the Company or the Participating Organization notifies the other party of its intent not to renew or this Agreement is otherwise terminated as described in subsection (b) below.
- (b) Termination. Either party may terminate this Agreement:
- (i) at the end of the then-current Term, by providing thirty (30) days prior written notice to the other party of its intent not to renew the Term;
  - (ii) immediately at the conclusion of a thirty (30) day cure period, if the other party breaches any material term of this Agreement (including any payment obligation), and the breach remains uncured for a period of thirty (30) days following written notice thereof; or
  - (iii) immediately upon written notice to the other party, if the other party shall: (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial portion of its assets; (ii) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due; (iii) make a general assignment for the benefit of creditors; (iv) file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceedings; or (v) if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating it a bankrupt or insolvent or approving a petition seeking reorganization of it or appointing a receiver, trustee, or liquidator of all or a substantial portion of its assets and such order, judgment, or decree shall continue unstayed and in effect for a period of at least sixty (60) consecutive days.

In addition, the Company may terminate this Agreement at any time without cause on thirty (30) days prior written notice to the Participating Organization.

- (c) Effect of and Obligations upon Termination. Subject to the Participating Organization's obligation to pay all fees then due and owing to the Company, and the parties continuing obligations referenced in Section 13(l), upon the termination of this Agreement: (i) the rights and obligations of the parties under this Agreement will cease (including, but not limited to, the Participating Organization's right to enjoy the benefits described in Section 2 hereof, and the Company's right to collect additional data relating to the Participating Organization's programs for HomeKeeper National Data Hub), provided that the rights and licenses under Section 3(c) and 3(d) above shall survive the termination of this

Agreement for any reason; and (ii) each party will promptly return or destroy all Confidential Information (defined below) of the other party that is then in its possession or control other than any Confidential Information that is the subject of any right or license that survives the termination of this Agreement. In addition, in the event that the Company terminates this Agreement without cause pursuant to the last sentence of Section 4(b) above or the Participating Organization terminates this Agreement pursuant to Section 4(b)(iii) above, the Company will return to the Participating Organization a pro rata portion of the Participation Fee for the then-current Term (i.e. based on the percentage of the 12-month period remaining after termination); otherwise, no fees or expenses paid or payable under this Agreement shall be subject to refund or return.

5. Financial Terms.

- (a) Fees. The Participating Organization shall pay to the Company: (i) a one-time enrollment fee (the “Enrollment Fee”); and (ii) a recurring, participation fee (the “Participation Fee”), in each case in the amounts specified in the schedule attached hereto and incorporated herein by this reference as Exhibit A. The Enrollment Fee and the Participation Fee for the Initial Term shall be due and payable on or before the Effective Date of this Agreement. Participation Fees may be increased as of the commencement of each Renewal Term in the Company’s discretion upon at least forty-five (45) days’ written notice to the Participating Organization. If the Participating Organization objects to any increase, the Participating Organization may elect to terminate this Agreement without cause pursuant to Section 4(b)(i). The Company will use reasonable efforts to send an invoice reminding the Participating Organization of the commencement of a new Term and setting forth the Participation Fee for the new Term at least forty-five (45) days before the commencement of the new Term. The Participation Fee attributable to each Renewal Term following the Initial Term shall be due and payable on the later to occur of (i) the commencement of the new Term or (ii) thirty (30) days after receipt of an invoice from the Company setting forth the Participation Fee for the new Term.
- (b) Invoices. The Company will submit invoices to the Participating Organization for all fees authorized hereunder. All invoices will be submitted to the physical or electronic address or addresses specified by the Participating Organization from time to time. Except as otherwise provided in this Agreement, invoices shall be payable by the Participating Organization within thirty (30) days of its receipt of the invoice. At the Company’s option, payments may be made by check or by electronic funds transfer to the Company’s bank account. In the event of an overpayment, the Company shall promptly issue a refund to the Participating Organization by means acceptable to both parties.

6. Representations, Warranties and Covenants.

- (a) By the Company. The Company makes the following representations, warranties and covenants to the Participating Organization, in each case as of the Effective Date of this Agreement and, where the context requires, on a continuous and uninterrupted basis throughout the Term of this Agreement.
- (i) Authority. The Company is duly formed, validly existing and in good standing in the jurisdiction in which it was incorporated. The Company has the legal power



and authority to conduct its business and operations as currently conducted and as proposed to be conducted, and to execute, deliver and perform this Agreement.

- (ii) Compliance with Laws. The Company is in compliance, and will comply, with all Federal, state and local laws, rules and regulations applicable to its business and operations. The Company does not, and will not, discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry, political affiliation, or any other protected class.
  - (iii) Insurance. At all times during the Term of this Agreement and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term, the Company shall maintain insurance against all risks of the kinds customarily insured against, in amounts customarily carried, by entities engaged in a similar business in the same geographical area as the Company.
- (b) By the Participating Organization. The Participating Organization makes the following representations, warranties and covenants to the Company, in each case as of the Effective Date of this Agreement and, where the context requires, on a continuous and uninterrupted basis throughout the Term of this Agreement.
- (i) Authority. The Participating Organization is duly formed, validly existing and in good standing in the jurisdiction in which it was incorporated. The Participating Organization has the legal power and authority to conduct its business and operations as currently conducted and as proposed to be conducted, and to execute, deliver and perform this Agreement.
  - (ii) Compliance with Laws. The Participating Organization is in compliance, and will comply, with all Federal, state and local laws, rules and regulations applicable to its business and operations. In furtherance, and not in limitation of, the foregoing, the Participating Organization acknowledges and agrees that it is solely responsible for obtaining all third party consents that may be required by applicable privacy laws in connection with the collection, retention and dissemination of data relating to its use of HomeKeeper. The Participating Organization does not, and will not, discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry, political affiliation, or any other protected class.
  - (iii) Insurance. At all times during the Term of this Agreement and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term, the Participating Organization shall maintain insurance against all risks of the kinds customarily insured against, in amounts customarily carried, by entities engaged in a similar business in the same geographical area as the Participating Organization.
  - (iv) Database Integrity. The integrity of the HomeKeeper National Data Hub and the reports generated through the HomeKeeper National Data Hub are entirely

dependent upon the reliability and accuracy of the data furnished by HomeKeeper Participants through HomeKeeper and Program Surveys. Accordingly, the Participating Organization represents and warrants to the Company that any data it furnishes through HomeKeeper is, and will be, accurate, up to date and complete. The Participating Organization covenants that it will update the data that it stores in HomeKeeper on at least a quarterly basis, and that it will notify the Company promptly upon its discovery of any errors in data previously uploaded to HomeKeeper.

7. Confidentiality. If a party to this Agreement (the “receiving party”) obtains access to Confidential Information (defined below) of the other party to this Agreement (the “disclosing party”), the receiving party agrees: (a) not to disclose the Confidential Information to any third party without first obtaining the disclosing party’s consent; and (b) to use the Confidential Information only as reasonably necessary to perform its obligations under this Agreement. The receiving party shall use at least the same degree of care to protect the Confidential Information of the disclosing party from unauthorized disclosure or use that the receiving party uses to protect its own Confidential Information, but not less than reasonable care.

The foregoing restrictions on the use and disclosure of Confidential Information shall not apply: (a) if the information was previously known to the receiving party free of any obligation to keep it confidential and through no wrongful act of the receiving party; (b) if the information is available to the public through no wrongful act of the receiving party; (c) if the information is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; (d) if the information is subject to disclosure pursuant to applicable law or regulation, subpoena, or judicial order, provided that the receiving party has given the disclosing party sufficient prior notice of such order or requirement so as to permit the disclosing party a reasonable opportunity to seek a protective order or other appropriate remedy; (e) if the information is disclosed by the receiving party to: (i) its legal and financial advisors who have a need to know the information in order to provide legal or financial advice to the receiving party, or (ii) its officers, directors, employees, independent contractors and agents who have a need to know the information in order to support the receiving party in performing its obligations hereunder, provided, that such advisors and personnel are under a confidentiality obligation to the receiving party that is similar in scope to the confidentiality obligation described hereunder; and (f) in the case of information disclosed by the Participating Organization, if the information is: (i) Participating Organization HomeKeeper National Data Hub Data (subject to the restrictions set forth in Section 3(c) above regarding Raw Data and performance metrics), (ii) HomeKeeper Usage Data (subject to the restrictions set forth in Section 3(d) above regarding HomeKeeper Usage Data that is specific to the Participant Organization); (iii) information disclosed in connection with HomeKeeper Participant activities (including Program Surveys), or (iv) information disclosed for the general purpose of furthering industry data collection or market research, or for the purpose of participating in other collaborative learning activities. For the avoidance of doubt, subject to the restrictions set forth in Sections 3(c) and 3(d) above, the parties expressly agree that performance reports and analyses that are based on data processed by or through HomeKeeper or HomeKeeper National Data Hub, or other similar Company-sponsored applications or platforms, are not confidential and may be disclosed by the Company to the public in furtherance of its mission and that Raw Data collected through the HomeKeeper National Data Hub and HomeKeeper Usage Data may be disclosed to The Urban Institute and other third parties for further industry research and analysis.

Each party understands and agrees that the other party will suffer irreparable harm in the event of a breach of the confidentiality obligations set forth herein and that monetary damages will be inadequate

to compensate for any such breach. Accordingly, each party agrees that, in the event of a breach or threatened breach of these obligations by the receiving party, the disclosing party shall be entitled to injunctive relief without the necessity of posting a bond, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity.

The term “Confidential Information” means: (a) information that is not a matter of public knowledge or which is specifically designated as confidential, including, but not limited to, business development strategies, corporate assessments and plans, product pricing, financial and statistical information, accounting information, software, business processes, designs, financial and other business models, and algorithms; (b) non-public personally identifying information subject to protection under Federal or state privacy laws; and (c) compilation or summary information or data that contains or is based on information of the type described in subsections (a) or (b).

8. Ownership. As between the Company and the Participating Organization, the Company will own all Intellectual Property Rights in: (a) HomeKeeper Packages, including all source code, object code, documentation, training manuals and other materials relating thereto; (b) all reports created or generated through the HomeKeeper National Data Hub and other similar Company-sponsored platforms that are prepared by or on behalf of the Company for use by HomeKeeper Participants generally (“HomeKeeper Reports”); (c) the selection, arrangement, compilation and original expression by the Company of all data (including Participating Organization HomeKeeper National Data Hub Data) that is contained in the HomeKeeper National Data Hub at any time, provided that the Participating Organization will continue to own all Intellectual Property Rights in the individual data elements that comprise the Participating Organization HomeKeeper National Data Hub Data subject to the Company’s license thereto under Section 3(b) above; and (d) HomeKeeper Usage Data, including the selection, arrangement, compilation and expression thereof. The Participating Organization will have a non-exclusive, fully paid up, non-transferable, perpetual right and license to use any HomeKeeper Report furnished by the Company to the Participating Organization under this Agreement. Notwithstanding anything to the contrary in this Agreement or in any Prior Agreement (as defined in Section 13(c) below): (i) the Participating Organization’s right to access and use HomeKeeper (including any software code and related documentation comprising HomeKeeper) is limited to the then current object code version of the HomeKeeper Package(s) with respect to which it is a HomeKeeper Participant under this Agreement that is made generally available to HomeKeeper Participants by the Company, and such right of access and use of HomeKeeper shall terminate immediately upon expiration or termination of this Agreement for any reason; (ii) unless otherwise agreed in writing by the Company on a case-by-case basis, the Participating Organization will have no right to access or use the source code for HomeKeeper or any portion thereof; and (iii) the Participating Organization may use HomeKeeper solely in accordance with the documentation therefor provided by the Company to the Participating Organization and shall not take any actions with respect to HomeKeeper that adversely impacts the Company’s ability to support HomeKeeper or collect HomeKeeper Usage Data or data for the HomeKeeper National Data Hub. The term “Intellectual Property Rights” means copyrights, patents, trademarks, service marks, trade secrets, moral rights and all other proprietary and intellectual property rights of any nature whatsoever.

9. Publicity. The Participating Organization shall not use the Company’s name, logos, or trademarks in advertisements, marketing materials, or other publications of any kind without the prior written consent of the Company. The Company shall not use the Participating Organization’s name, logos, or trademarks in any advertisements, marketing materials, or other publications of any kind without the prior written consent of the Participating Organization, provided, however, the Participating Organization hereby expressly consents to the disclosure of its use of HomeKeeper to the public, and the inclusion of

its name, logos and trademarks in industry publications and sector performance reports for attribution and in marketing materials relating specifically to HomeKeeper, the HomeKeeper National Data Hub and HomeKeeper Participants.

10. Indemnification. The Participating Organization shall indemnify, hold harmless and defend the Company, its affiliates and their service providers, and their respective officers, directors, employees, independent contractors and agents (each, an “Indemnified Party”) against all third party claims, losses, damages, costs and expenses (including reasonable attorney’s fees) arising in connection with, or incident to, the Participating Organization’s failure to comply with: (a) applicable privacy laws in connection with the collection, storage and dissemination of data by or on behalf of the Participating Organization, including, but not limited to, the Participating Organization’s failure to obtain required consents from individuals with respect to which data is collected, stored, or disseminated; or (b) laws and regulations relating to the Housing Counseling Program in connection with, or incident to, the Participating Organization’s use of HomeKeeper. The Participating Organization shall not settle any indemnified claim without the Indemnified Party’s prior written consent, which shall not be unreasonably withheld.

11. Disclaimer. The Participating Organization acknowledges that the Company is not in the business of developing technology or providing technology support to end users and has developed and operates HomeKeeper solely as a public benefit in furtherance of its mission to support affordable homeownership programs, housing counseling assistance, and related industry best practices. The Participating Organization further acknowledges that the Company is not responsible for any products or services provided by independent, third party service providers. Further, notwithstanding anything to the contrary in this Agreement, the Participating Organization acknowledges and agrees that the Company shall have no obligation to be or remain on HUD’s list of CMS compliant vendors or otherwise in compliance with HUD specifications and requirements for Client Management Systems under the Housing Counseling Program. ACCORDINGLY, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SUITABILITY OF HOMEKEEPER FOR THE PARTICIPATING ORGANIZATION’S BUSINESS, THE ACCURACY AND COMPLETENESS OF ANY INFORMATION OR MATERIALS MADE AVAILABLE TO THE PARTICIPATING ORGANIZATION UNDER THIS AGREEMENT, COMPLIANCE WITH HUD REQUIREMENTS, OR THE TECHNOLOGY OR TECHNOLOGY SERVICES PROVIDED TO THE PARTICIPATING ORGANIZATION UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ALL INFORMATION, MATERIALS, PRODUCTS AND SERVICES HEREUNDER ARE PROVIDED AS-IS.

12. Limitation of Liability. IN NO EVENT SHALL THE PARTICIPATING ORGANIZATION, THE COMPANY, OR ANY THIRD PARTY SERVICE PROVIDERS BE LIABLE TO ONE ANOTHER FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES OF ANY KIND OR NATURE RESULTING FROM, ARISING OUT OF, OR INCIDENTAL TO THIS AGREEMENT UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE; PROVIDED, HOWEVER, THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNIFICATION OR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

13. Miscellaneous.

(a) Independence of Parties; No Joint Venture. In carrying out their respective duties hereunder, each party shall at all times be independent of the other. The Company’s

personnel and the Participating Organization's personnel shall be, and shall remain at all times, employees or independent contractors of the Company or the Participating Organization, respectively, and shall not be deemed to be employees or independent contractors of the other party under any circumstances for any purpose whatsoever. Each party is responsible for the payment of wages and other amounts due, and the provision of all benefits required by law, to its personnel. Nothing in this Agreement shall constitute or be construed as a partnership, joint venture, or other similar relationship between the Company and the Participating Organization.

- (b) Governing Law; Arbitration. This Agreement shall be governed by the laws of the State of California without regard to its conflicts of law provisions. Except with respect to injunctive relief sought in connection with a breach or threatened breach of Section 7, any controversy or claim arising out of or relating to this Agreement shall be settled by a single arbitrator mutually acceptable to the parties by means of an arbitration proceeding to be conducted in Alameda County, California in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Neither party shall object to Alameda County, California as a convenient forum. If the parties are unable to select a mutually agreeable arbitrator within twenty (20) days of either party's initial request therefor, the Company and the Participating Organization shall each choose an arbitrator, and the two (2) arbitrators so chosen will agree upon and select a third (3<sup>rd</sup>) arbitrator within ten (10) days of such request, who will arbitrate the controversy or claim. The parties elect to provide for pre-arbitration discovery pursuant to the Federal Rules of Civil Procedure. The arbitrator may award injunctive relief or any other remedy available from a court of competent jurisdiction. Unless modified by the arbitrator in his or her discretion, the arbitration shall proceed upon the following schedule: (i) the arbitration shall commence no later than sixty (60) days following the selection of the arbitrator; and (ii) the arbitrator shall hear the claims on successive days and shall render his or her written decision within fifteen (15) days following the conclusion of the arbitration proceedings. The arbitrator's decision will be final and binding upon the parties and may not be appealed except on grounds of a conflict of interest. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Each party shall be responsible for its own costs of arbitration and attorney's fees, except that the arbitrator shall have the discretion to award costs of arbitration and reasonable attorney's fees as he or she may deem appropriate.
- (c) Entire Agreement. This Agreement, including all documents incorporated herein by reference, evidences the entire agreement of the parties, and supersedes all prior agreements and representations of the parties, whether written or oral, with respect to the subject matter hereof. If the Company and the Participating Organization entered into a HomeKeeper Membership Agreement or other similar agreement (each, a "Prior Agreement") prior to the Effective Date of this Agreement, the parties agree that each such Prior Agreement (including all licenses granted to the Participating Organization thereunder) is hereby terminated, effective as of the Effective Date of this Agreement, and that each such Prior Agreement is superseded and replaced in its entirety by the terms and conditions hereof.
- (d) Amendments. Except as provided herein, this Agreement may be amended or modified only by a specific written instrument signed by the Company and the Participating

Organization. The Company may amend this Agreement on a prospective basis by providing at least forty-five (45) days advance written notice of the amendment to the Participating Organization. The Participating Organization shall have the right to reject any such amendment by providing written notice to the Company within thirty (30) days after receipt of the same. In the event that the Participating Organization rejects the amendment, it shall not be bound by the amendment and this Agreement shall terminate as of the expiration of the then current Term unless otherwise agreed in writing by the Company. Unless the Participating Organization provides such rejection notice within such thirty (30) day period, the Participating Organization shall be deemed to have consented to such amendment and such amendment shall form part of this Agreement effective as of the commencement of the next Renewal Term following the date the Company provided notice of the amendment to the Participating Organization.

- (e) No Implied Waiver. No failure to contest a breach of any term of this Agreement shall be deemed to waive such breach, unless such waiver shall be in a specific written instrument signed by the waiving party. Any waiver of a particular breach of this Agreement shall not constitute a waiver of any other different or subsequent breach.
- (f) Severability. If any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (g) Notices. All formal notices, requests, demands, approvals and communications under the Agreement (collectively, "Notices") will be in writing and sent by (a) personal delivery, in which case notice shall be deemed to have been given on the date of delivery; (b) UPS, Federal Express, DHL or other nationally-recognized overnight delivery service, in which case notice shall be deemed to have been given the business day after deposit of such notice with such service, or (c) email, in which case notice shall be deemed to have been given upon the earlier of confirmed receipt thereof (e.g., the receiving party sending an acknowledgment) or the next business day after a confirmed email delivery (e.g., email system receipt of delivery), or (d) certified mail, in which case notice shall be deemed to have been given five (5) business days after mailing. All Notices will be sent to the other Party at its address as set forth below or at such other address as the Party may specify during the Term in a Notice given in accordance with this Section.

<p><u>If to the Company:</u></p> <p><b>P.O. Box 70724 Oakland, CA 94612</b></p> <p>Facsimile: 503.493.1004</p> <p>Attn: <b>Rachel Silver, Chief Operating Officer</b> Copy to: Haley Wotzka, Marketing &amp; Outreach Specialist</p>	<p><u>If to the Participating Organization:</u></p> <p>«TSTART:REPORT»«Billing_Address_Line_1» «Billing_City», «Full_State_Name» «Billing_Zip/Postal_Code»«TEND:REPORT»</p> <p>Facsimile: N/A</p> <p>Attn: «TSTART:REPORT»«First_Name» «Last_Name», «Title» «TEND:REPORT»</p>
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- (h) Assignments. The Participating Organization may not assign its rights or obligations under this Agreement to any other party without the Company’s prior written consent. This Agreement shall be binding on and shall inure to the benefit of the successors and permitted assigns of the Company and the Participating Organization.
- (i) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (j) Form of Signature. This Agreement may be executed in writing or by electronic (including digital) means; electronic signatures that are adopted by a person with the intent to sign this Agreement shall be legally effective and enforceable against the party represented by such person.
- (k) Name and Trademark Usage. If, during the term of this Agreement, the Company re-brands the managed package known as HomeKeeper or the database known as the HomeKeeper National Data Hub, the terms HomeKeeper and HomeKeeper National Data Hub, and all other terms comprised of, or defined with reference to, the word “HomeKeeper” hereunder, shall be deemed to instead be comprised of, or defined with reference to, the replacement name(s) and/or mark(s) designated by the Company, without any further action on the part of the parties hereto.
- (l) Survival. Any provisions of this Agreement that contemplate their continuing effectiveness, including, but not limited to, Sections 3(b), 3(c), 3(d), 4(c), 5(b), 7, 8, 9, 10, 11, 12, and 13, shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, the Company and the Participating Organization, intending to be legally bound, have executed this Agreement, effective as of the Effective Date.

**The Company:**  
**Grounded Solutions Network**

**The Participating Organization:**  
**«TSTART:REPORT»«Account\_Name»«TEND:REPORT»**

By:

By:

Name: **Rachel Silver**

Name: «TSTART:REPORT»«First\_Name»  
«Last\_Name»«TEND:REPORT»

Title: **Chief Operating Officer**

Title: «TSTART:REPORT»«Title»«TEND:REPORT»

**EXHIBIT A**  
**FEE SCHEDULE**

Initial Term:

«TABLESTART:REPORTDATA»« Start\_Date\_\_c »«TABLEEND:REPORTDATA»  
through  
«TABLESTART:REPORTDATA»« End\_Date\_\_c »«TABLEEND:REPORTDATA»

HomeKeeper Packages:

The Participating Organization shall become a HomeKeeper Participant during the Term with respect to the following HomeKeeper Package(s):

«TABLESTART:REPORTDATA»«HomeKeeper\_Packages»«TABLEEND:REPORTDATA»

Enrollment Fee:

«TABLESTART:REPORTDATA»«ENGAGEMENT\_ENROLLMENT\_FEE\_TEXT\_1»«TABLEEND:REPORTDATA»

Participation Fee – Initial Term:

«TABLESTART:REPORTDATA»«ENGAGEMENT\_ANNUAL\_MEMBERSHIP\_FEE\_TEXT\_1»«TABLEEND:REPORTDATA»





## MAIN SERVICES AGREEMENT

THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF SFDC SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF SFDC SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

SFDC's direct competitors are prohibited from accessing the Services, except with SFDC's prior written consent.

This Agreement was last updated on December 19, 2022. It is effective between Customer and SFDC as of the date of Customer's accepting this Agreement (the "Effective Date").

### 1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Main Services Agreement.

"**Beta Services**" means SFDC services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"**Content**" means information obtained by SFDC from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"**Customer Data**" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-SFDC Applications.

"**Documentation**" means the applicable Service's Trust and Compliance documentation at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/> and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.

"**Free Services**" means Services that SFDC makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Marketplace**” means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange at <http://www.salesforce.com/appexchange>, Mulesoft Anypoint Exchange at <https://www.mulesoft.com/exchange>, or the Heroku Elements Marketplace at <https://elements.heroku.com/>, and any successor websites.

“**Non-SFDC Application**” means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Customer, will be identifiable as such.

“**Order Form**” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and SFDC or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“**Purchased Services**” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

“**Services**” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-SFDC Applications.

“**SFDC**” means the Salesforce company described in the “SFDC Contracting Entity, Notices, Governing Law, and Venue” section below.

“**User**” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by SFDC without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, SFDC at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

## 2. SFDC RESPONSIBILITIES

**2.1 Provision of Purchased Services.** SFDC will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable SFDC standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which SFDC shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond SFDC’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SFDC employees), Internet service provider failure or delay, Non-SFDC Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to SFDC’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s and Users’ use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

**2.2 Protection of Customer Data.** SFDC will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the data processing addendum at <https://www.salesforce.com/company/legal/agreements/> (“DPA”) posted as of the Effective Date are hereby incorporated by reference. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by SFDC, its Processor Binding Corporate Rules, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer’s acceptance of this Agreement, and an applicable Affiliate’s execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, SFDC will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, SFDC will have no obligation to maintain

or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

- 2.3 SFDC Personnel.** SFDC will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with SFDC's obligations under this Agreement, except as otherwise specified in this Agreement.
- 2.4 Beta Services.** From time to time, SFDC may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at <https://www.salesforce.com/company/legal/agreements/>.
- 2.5 Free Trial.** If Customer registers on SFDC's or an Affiliate's website for a free trial, SFDC will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by SFDC in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY SFDC" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SFDC SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SFDC'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, SFDC AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SFDC AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

- 2.6 Free Services.** SFDC may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that SFDC, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that SFDC will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if SFDC terminates Customer's account, except as required by law SFDC will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY SFDC” SECTION BELOW, THE FREE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND SFDC SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SFDC’S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, SFDC AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE FREE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SFDC AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

### 3. USE OF SERVICES AND CONTENT

- 3.1 Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.
- 3.2 Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, SFDC may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If, notwithstanding SFDC’s efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon SFDC’s request, and/or pay any invoice for excess usage in accordance with the “Invoicing and Payment” section below.
- 3.3 Customer Responsibilities.** Customer will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer’s use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify SFDC promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use and External Facing Services Policy at <https://www.salesforce.com/company/legal/agreements/>, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC’s judgment threatens the security, integrity or availability of SFDC’s services, may result in SFDC’s immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.4 Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SFDC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of SFDC intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer’s own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1)

build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

**3.5 Removal of Content and Non-SFDC Applications.** If Customer receives notice, including from SFDC, that Content or a Non-SFDC Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application. If requested by SFDC, Customer shall confirm deletion and discontinuance of use of such Content and/or Non-SFDC Application in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to Content through the Services.

#### **4. NON-SFDC PRODUCTS AND SERVICES**

**4.1 Non-SFDC Products and Services.** SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-SFDC provider, product or service is solely between Customer and the applicable Non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other Non-SFDC products or services, whether or not they are designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

**4.2 Integration with Non-SFDC Applications.** The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

#### **5. FEES AND PAYMENT**

**5.1 Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

**5.2 Invoicing and Payment.** Customer will provide SFDC with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to SFDC. If Customer provides credit card information to SFDC, Customer authorizes SFDC to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, SFDC will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SFDC and notifying SFDC of any changes to such information.

**5.3 Overdue Charges.** If any invoiced amount is not received by SFDC by the due date, then without limiting SFDC's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) SFDC may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

**5.4 Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized SFDC to charge to Customer's credit card), SFDC may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, SFDC will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

**5.5 Payment Disputes.** SFDC will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**5.6 Taxes.** SFDC's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SFDC has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SFDC will invoice Customer and Customer will pay that amount unless Customer provides SFDC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SFDC is solely responsible for taxes assessable against it based on its income, property and employees.

## **6. PROPRIETARY RIGHTS AND LICENSES**

**6.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**6.2 Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

**6.3 License by Customer to SFDC.** Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-SFDC Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for SFDC to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data and information about Customer’s usage of the Non-SFDC Application as appropriate for the interoperation of that Non-SFDC Application with the Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-SFDC Application or such program code.

**6.4 License by Customer to Use Feedback.** Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of SFDC’s or its Affiliates’ services.

**6.5 Federal Government End Use Provisions.** SFDC provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of “commercial items,” as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

## **7. CONFIDENTIALITY**

**7.1 Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of SFDC includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) is independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional SFDC services.

**7.2 Protection of Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, SFDC may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-SFDC Application Provider to the extent necessary to perform SFDC's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

**7.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**8.1 Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**8.2 SFDC Warranties.** SFDC warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SFDC will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-SFDC Applications" section above, SFDC will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

**8.3 Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

## **9. MUTUAL INDEMNIFICATION**

**9.1 Indemnification by SFDC.** SFDC will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by SFDC in writing of, a Claim Against Customer, provided Customer (a) promptly gives SFDC written notice of the Claim Against Customer, (b) gives SFDC sole control of the defense and settlement of the Claim Against Customer (except that SFDC may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives SFDC all reasonable assistance, at SFDC's expense. If SFDC receives information about an infringement or misappropriation claim related to a Service, SFDC may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching SFDC's warranties under "SFDC Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by SFDC, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services

under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Content, a Non-SFDC Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

**9.2 Indemnification by Customer.** Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a "Claim Against SFDC"), and will indemnify SFDC from any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by Customer in writing of, a Claim Against SFDC, provided SFDC (A) promptly gives Customer written notice of the Claim Against SFDC, (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (except that Customer may not settle any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against SFDC arises from SFDC's breach of this Agreement, the Documentation or applicable Order Forms.

**9.3 Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

## **10. LIMITATION OF LIABILITY**

**10.1 Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

**10.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **11. TERM AND TERMINATION**

**11.1 Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

**11.2 Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at SFDC's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

**11.3 Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**11.4 Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, SFDC will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by SFDC in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to SFDC for the period prior to the effective date of termination.



**11.5 Surviving Provisions.** The sections titled “Free Services,” “Fees and Payment,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Removal of Content and Non-SFDC Applications,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement, and the section titled “Protection of Customer Data” will survive any termination or expiration of this Agreement for so long as SFDC retains possession of Customer Data.

## **12. GENERAL PROVISIONS**

**12.1 Export Compliance.** The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SFDC and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time at <https://www.salesforce.com/company/legal/compliance/> or in violation of any U.S. export law or regulation.

**12.2 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**12.3 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between SFDC and Customer regarding Customer’s use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

**12.4 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**12.5 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**12.6 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**12.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**12.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, SFDC will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.9 SFDC Contracting Entity, Notices, Governing Law, and Venue.** The SFDC entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

**For Customers domiciled in North or South America**

<b>If Customer is domiciled in:</b>	<b>The SFDC entity entering into this Agreement is:</b>	<b>Notices should be addressed to:</b>	<b>Governing law is:</b>	<b>Courts with exclusive jurisdiction are:</b>
Any country other than Brazil or Canada	Salesforce, Inc. (f/k/a salesforce.com, inc.), a Delaware corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	California and controlling United States federal law	San Francisco, California, U.S.A.
Brazil	Salesforce Tecnologia Ltda.	Av. Jornalista Roberto Marinho, 85, 14º Andar - Cidade Monções, CEP 04576-010 São Paulo - SP	Brazil	São Paulo, SP, Brazil
Canada	salesforce.com Canada Corporation, a Nova Scotia corporation	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada

**For Customers domiciled in Europe, the Middle East, or Africa**

<b>If Customer is domiciled in:</b>	<b>The SFDC entity entering into this Agreement is:</b>	<b>Notices should be addressed to:</b>	<b>Governing law is:</b>	<b>Courts with exclusive jurisdiction are:</b>
Any country other than France, Germany, Italy, Spain, or the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Level 1, Block A, Nova Atria North, Sandyford Business District, Dublin 18, Ireland	England	London, England
France	salesforce.com France, a French S.A.S company with a share capital of 37,000 €, registered with the Paris Trade Registry under number 483 993 226 RCS Paris, Registered office: 3 Avenue Octave Gréard, 75007 Paris, France	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Service Juridique, 3 Avenue Octave Gréard, 75007 Paris, France	France	Paris, France
Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Erika-Mann-Strasse 31-37, 80636 München, Germany	Germany	Munich, Germany

Italy	salesforce.com Italy S.r.l., an Italian limited liability company having its registered address at Piazza Filippo Meda 5, 20121 Milan (MI), VAT / Fiscal code n. 04959160963	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department	Italy	Milan, Italy
Spain	Salesforce Systems Spain, S.L., a limited liability company incorporated in Spain	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn.: Legal Department - Paseo de la Castellana 79, Madrid, 28046, Spain	Spain	Madrid, Spain
United Kingdom	Salesforce UK Limited, a limited liability company incorporated in England	Salesforce.com Sarl, Route de la Longeraie 9, Morges, 1110, Switzerland, attn: Director, EMEA Sales Operations, with a copy to attn: Legal Department, Salesforce UK Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom	England	London, England

### For Customers domiciled in Asia or the Pacific Region

<b>If Customer is domiciled in:</b>	<b>The SFDC entity entering into this Agreement is:</b>	<b>Notices should be addressed to:</b>	<b>Governing law is:</b>	<b>Courts with exclusive jurisdiction are:</b>
Any country other than Australia, India, Japan, or New Zealand	salesforce.com Singapore Pte Ltd, a Singapore private limited company	5 Temasek Boulevard #13-01, Suntec Tower 5, Singapore, 038985, attn: Director, APAC Sales Operations, with a copy to attn: General Counsel	Singapore	Singapore
Australia or New Zealand	SFDC Australia Pty Ltd	201 Sussex Street, Darling Park Tower 3, Level 12, Sydney NSW 2000, attn: Senior Director, Finance with a copy to attn: General Counsel	New South Wales, Australia	New South Wales, Australia
India	salesforce.com India Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India	salesforce.com India Private Limited Torrey Pines, 3rd Floor, Embassy Golflinks Software Business Park Bangalore Karnataka 560071, India	India	Bangalore, India
Japan	Salesforce Japan Co., Ltd. (f/k/a Kabushiki Kaisha Salesforce.com), a Japan corporation	1-1-3, Marunouchi, Chiyoda-ku, Tokyo 100-0005, Japan, attn: Senior Director, Japan Sales Operations, with a copy to attn: General Counsel	Japan	Tokyo, Japan

**12.10 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

**12.11 Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

**12.12 Local Law Requirements: France.**

With respect to Customers domiciled in France, the following provisions shall be applicable :

(1) Section 8.2 “SFDC Warranties” is replaced by the following :

**8.2 SFDC Warranties.** During an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SFDC will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-SFDC Applications” section above, SFDC will not materially decrease the overall functionality of the Services.

(2) a new Section 12.12.1 is added as follows:

**12.12.1 PGSSI-S.** To the extent Customer is subject to Article L.1111-8 (or any successor thereto) of the French public health code (Code de la Santé Publique), Customer shall abide by the Global Information Security Policy for the Healthcare Sector (PGSSI-S) pursuant to Article L.1110-4-1 (or any successor thereto) of the aforementioned code.

(3) a new Section 12.12.2 is added as follows :

**12.12.2 Exclusions.** To the extent permitted under applicable law, the provisions of Article 1222 and 1223 of the French Civil Code shall in no event be applicable.

(4) a new Section 12.12.3 is added as follows :

**12.12.3 Language.** The Parties agree that this Agreement and/or any Documentation and other information or policies referenced or attached to this Agreement may be in English.

(5) a new Section 12.12.4 is added as follows :

**12.12.4 Independence Towards Third Parties.** For the avoidance of doubt, any third parties, including those Customer contracted with to provide consulting and/or implementation services in relation to the Services, are independent of SFDC and SFDC shall in no event be responsible for their acts or omissions, including when such acts or omissions impact Customer’s use of the Services.

(6) in the event of any conflict between any statutory law in France applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

**12.13 Local Law Requirements: Germany.** With respect to Customers domiciled in Germany, Section 8 “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS”, Section 9.3 “Exclusive Remedy”, and Section 10 “LIMITATION OF LIABILITY” of this Agreement are replaced with the following sections respectively:

**8 WARRANTIES FOR CUSTOMERS DOMICILED IN GERMANY**

**8.1 Agreed Quality of the Services.** SFDC warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SFDC will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-SFDC Applications” section above, SFDC will not materially decrease the overall functionality of the Services.

**8.2 Content.** SFDC is not designating or adopting Content as its own and assumes no warranty or liability for Content. The parties agree that the “Reporting of Defects”, “Remedies resulting from Defects” and “Exclusions” section shall apply accordingly to SFDC’s responsibility in the event SFDC is deemed responsible for Content by a court of competent jurisdiction.

**8.3 Reporting of Defects.** Customer shall report any deviation of the Services from the “Agreed Quality of the Services” section (“Defect”) to SFDC in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Customer shall forward to SFDC any useful information available to Customer for rectification of the Defect.

**8.4 Remedies Resulting from Defects.** SFDC shall rectify any Defect within a reasonable period of time. If such rectification fails, Customer may terminate the respective Order Form provided that SFDC had enough time for curing the Defect. In the “Refund or Payment upon Termination” section, sentence 1 and sentence 3 shall apply accordingly. If SFDC is responsible for the Defect or if SFDC is in default with the rectification, Customer may assert claims for the damage caused in the scope specified in the “Limitation of Liability” section below.

**8.5 Defects in Title.** Defects in title of the Services shall be handled in accordance with the provisions of Clause 9 “Mutual Indemnification”.

**8.6 Exclusions.** Customer shall have no claims under this Clause 8 “Warranty” if a Defect was caused by the Services not being used by Customer in accordance with the provisions of this Agreement, the Documentation and the applicable Order Forms.

**9.3 Liability resulting from Indemnification for Customers domiciled in Germany.** The below “Limitation of Liability” section shall apply to any claims resulting from this “Mutual Indemnification” section.

## **10. LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY**

**10.1 Unlimited Liability.** The Parties shall be mutually liable without limitation

- (a) in the event of willful misconduct or gross negligence,
- (b) within the scope of a guarantee taken over by the respective party,
- (c) in the event that a defect is maliciously concealed,
- (d) in case of an injury to life, body or health,
- (e) according to the German Product Liability Law.

**10.2 Liability for Breach of Cardinal Duties.** If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable Order Form is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable Order Form), the parties’ liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

**10.3 Liability Cap.** Unless the parties are liable in accordance with “Unlimited Liability” section above, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer’s and its Affiliates’ payment obligations under the “Fees and Payment” section above.

**10.4 Scope.** With the exception of liability in accordance with the “Unlimited Liability” section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party’s damages against the respective other party’s employees, agents or bodies.

**12.14 Local Law Requirements: Italy.** With respect to Customers domiciled in Italy, Section 5.2 “Invoicing and Payment”, Section 5.3 “Overdue Charges”, Section 5.4 “Suspension of Service and Acceleration”, and Section 12.2 “Anti Corruption” of this Agreement are replaced with the following sections respectively:

### **5.2. Invoicing and Payment**

**5.2.1 Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. The parties acknowledge that invoices are also be submitted electronically by SFDC in accordance with the “Electronic Invoicing” section below through the Agenzia delle Entrate’s Exchange System (SDI – Sistema di Interscambio) and any delay due to the SDI shall not affect the

foregoing payment term. Customer shall be responsible for providing complete and accurate billing and contact information to SFDC and shall notify SFDC of any changes to such information.

**5.2.2 Electronic Invoicing.** The invoice will be issued in electronic format as defined in article 1, paragraph 916, of Law no. 205 of December 27, 2017, which introduced the obligation of electronic invoicing, starting from January 1, 2019, for the sale of goods and services performed between residents, established or identified in the territory of the Italian State. To facilitate such electronic invoicing, Customer shall provide to SFDC at least the following information in writing: Customer full registered company name, registered office address, VAT number, tax/fiscal code and any additional code and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error due to the provision by Customer of incorrect or insufficient invoicing information preventing (a) SFDC to successfully submit the electronic invoice to the SDI or (b) the SDI to duly and effectively process such invoice or (c) which, in any event, requires SFDC to issue an invoice again, shall not result in an extension of the payment term set out in the “Invoicing and Payment” section above, and such term shall still be calculated from the date of the original invoice. SFDC reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

**5.2.3 Split Payment.** If subject to the “split payment” regime, Customer shall be exclusively responsible for payment of any VAT amount due, provided that Customer shall confirm to SFDC the applicability of such regime and, if applicable, Customer shall provide proof of such VAT payment to SFDC and, if applicable, Customer shall provide proof of such VAT payment to SFDC.

**5.3 Overdue Charges.** Subject to the “Payment Disputes” section below, if any invoiced amount is not received by SFDC by the due date, then without limiting SFDC’s rights or remedies, those charges, without the need for notice of default, may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law (Legislative Decree no. 231/2002), whichever is lower and/or (b) SFDC may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.

**5.4. Suspension of Service.** Subject to the “Payment Disputes” section below, if any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized SFDC to charge to Customer’s credit card), SFDC may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, SFDC will give Customer at least 10 days’ prior notice that its account is overdue, in accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.

## **12.2 Anti-Corruption.**

**12.2.1 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**12.2.2 Code of Conduct and Organization, Management and Control Model.** Customer acknowledges that SFDC has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 to prevent crimes provided for therein and commits to comply with the principles contained in the above Legislative Decree 231/2001 and in the SFDC Code of Conduct which is available at the following link: [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/compliance%20documents/salesforce-code-of-conduct.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/compliance%20documents/salesforce-code-of-conduct.pdf). Customer also acknowledges and agrees that the violation of the principles and the provisions contained in Legislative Decree 231/2001 and in the SFDC Code of Conduct by Customer may entitle SFDC, based on the severity of the violation, to terminate this Agreement for cause as set out in Section 11.3(i) above.

**12.15 Local Law Requirements: Spain.** With respect to Customers domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

**12.16 Local Law Requirements: India.** With respect to Customers domiciled in India, the following shall apply:

### **12.16.1 Venue and Arbitration**

A. Subject to the “Arbitration” Section below, the courts located in Bangalore, India shall have exclusive jurisdiction over any dispute relating to this Agreement, and each party hereby consents to the exclusive jurisdiction of such courts. Without

prejudice to the generality of the foregoing, the courts at Bengaluru, India shall have exclusive jurisdiction on matters arising from, relating to, or in connection with an award made under the “Arbitration” Section below.

- B. Arbitration.** In the event of any dispute, controversy or claim between the Parties hereto arising out of or relating to this Agreement, the Parties shall first seek to resolve the dispute in good faith through informal discussion. If such dispute, controversy, or claim cannot be resolved informally within a period of 10 (ten) business days from the date on which the dispute arose, the Parties agree that it shall be settled by binding arbitration to be held before a panel consisting of 3 (three arbitrators), where each Party shall appoint an arbitrator and such arbitrators shall appoint the third and presiding arbitrator. The arbitration shall be conducted in accordance with provisions of the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time (Arbitration Act). The seat and venue of the arbitration shall be Bangalore, India. The language of the arbitration shall be English. The Parties agree that any of them may seek interim measures under section 9 of the Arbitration Act, including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from courts in Bengaluru, India, without prejudice to any other right the Parties may have under the Arbitration Act and other applicable laws. The arbitration panel's decision shall be final, conclusive and binding on the parties to the arbitration. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its respective counsel fees and expenses. The prevailing Party may, in the judgement of the arbitration panel, be entitled to recover its fees and expenses. All dispute resolution proceedings, all matters pertaining to such proceedings and all documents and submissions made pursuant thereto shall be strictly confidential and subject to the provisions of “Confidentiality” Section of this Agreement.

**12.16.2** Section 5.2 “Invoicing and Payment” of this Agreement is replaced with the following section:

## **5.2 Invoicing and Payment**

**5.2.1 Invoicing and Payment.** Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SFDC and notifying SFDC of any changes to such information. The parties acknowledge that invoices are also to be submitted electronically by SFDC in accordance with the “Electronic Invoicing” section below through the Government of India’s e-invoicing system (“GST Portal”) and any delay due to such submission shall not affect the foregoing payment term. Customer shall be responsible for providing complete and accurate billing and contact information to SFDC and shall notify SFDC of any changes to such information.

**5.2.2 Electronic Invoicing.** Customer shall provide to SFDC at least the following information in writing to facilitate electronic invoicing: Customers full registered company/legal entity name, registered office address, goods and services tax identification number, address and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error/delay in issuance of the electronic invoice due to: (a) the provision by Customer of incorrect or insufficient invoicing information preventing SFDC from successfully submitting the electronic invoice to the GST Portal; or (b) the GST Portal and/or any other government authority (or their designated agent/agency) not being able to duly and effectively process such invoice; or (c) any event which requires SFDC to issue an invoice again; shall not result in an extension of the payment term set out in the “Invoicing and Payment” section above, and such term shall still be calculated from the date of the original invoice. SFDC reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

- 12.17 Local Law Requirements: United Kingdom.** With respect to Customers domiciled in the United Kingdom, Section 12.3 “Entire Agreement and Order of Precedence” of this Agreement is replaced with the following section:

**12.3 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between SFDC and Customer regarding Customer’s use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of

contract as provided in this Agreement. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.





# BLAINE COUNTY HOUSING AUTHORITY

## BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

### Recommended Motion:

"I move to approve the contract to establish a Housing Navigation System"

### Reasons for Recommendation:

- The community and stakeholders prioritize a system that makes it easier to find and access housing and related resources.
- Staff do not have the capacity or expertise to setup the infrastructure, although they do have the capacity to maintain such infrastructure.
- Courtney Noble lives locally and has over 15 years of experience coordinating countywide, cross-agency efforts and improving housing systems.

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

In June, the board gave informal approval of pursuing a contract with Courtney Noble through the City of Ketchum. Staff have since clarified that BCHA contracts can and should be approved by BCHA when budget allows. If a request goes above the allotted housing budget, then Staff will need to request additional dollars from Ketchum City Council.

### **GOAL 3: EXPAND, COORDINATE + IMPROVE SERVICES TO CREATE HOUSING STABILITY**

Last Fall, Ketchum City staff assisted Blaine County Housing Authority (BCHA) in “convening a one-stop-shop” per BCHA’s Strategic Plan. This action initially arose from City of Ketchum’s Housing Action Plan process: Community and stakeholder input called for streamlining and clarifying how residents can find and access housing and related resources. For homes restricted to people who live and work here, with or without income restrictions, there are a myriad of property managers, eligibility criteria, applications, and waitlists. For those that work many hours and many jobs, and/or are already housing stressed, the search for resources is challenging and processes are overwhelming and confusing. Eligibility criteria are difficult to find and self-assess: Some eager residents spend hours on applications, submitting paperwork, and paying fees for applications and background checks just to find that they aren’t eligible for specific properties or units. Others abandon the search and leave the area.

Last Fall, City staff lead brainstorming on this concept with Agnew::Beck – funded by Blaine County and formally conducted by BCHA. The project team convened property managers, owners, and service providers

to refine the need and scope of work. The group’s recommendations clarified that (a) winter shelter needed to be prioritized and (b) that Staff didn’t have capacity to set up the infrastructure for a one-stop-shop.

The group recommended against one entity or person being the only resource for all housing, particularly since case workers throughout the valley have established relationships with vulnerable households and the flood of requests would overwhelm one entity. They did, however, recommend BCHA to project manage establishing the infrastructure, maintain it going forward, and train service providers and others on it. Such efforts include the following:

- Annually update Resource Guide (*complete*) + one-pager
- Create common pre-application + waitlist
- Create cheat sheet on how to apply + train case managers
- Continue case conferences
- Create/adopt referral system
- Educate on system, BCHA’s policies, VAWA, fair housing, housing navigation system, landlord-tenant law
- Certify BCHA program administrator as Housing Counselor

Courtney Noble has 15 years of experience in coordinating similar efforts and in housing systems. In many communities, United Way takes on these coordination initiatives. Courtney worked for United Way in King County, Washington overseeing a countywide housing stability initiative. She continues to consult on housing systems nationwide.

Courtney lives in the Wood River Valley and has already established relationships with primary partners through her work on the Shelter Plan. Courtney will project manage setting up the infrastructure, with the Housing Coordinator as support and guidance from the City’s Housing Director.

The incoming Housing Coordinator will be well positioned to take on this coordination role over the long term, to continue maintenance and outreach for the system, and assist Courtney in establishing the infrastructure. In any situation where the Coordinator can take on responsibilities, with Courtney’s guidance, that will be done. Depending on timing and the Coordinator capacity during onboarding, this could result in not meeting the “not to exceed” amount.

**Financial Impact:**

None OR Adequate funds exist in account:	Adequate funds
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**Attachments:**

1. Resolution No. 2023-03
2. Contract for Services
3. 5B Community Collaborative Scope of Work
4. Courtney Noble’s resume

**RESOLUTION No. 2023-03**

**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 CONTRACT FOR SERVICES WITH COURTNEY  
NOBLE, FOR SETING UP A HOUSING NAVIGATION SYSTEM**

WHEREAS, the BCHA administrative staff, property managers, and service providers have brainstormed on key actions; and

WHEREAS, the purpose of the Housing Navigation System is to make it easier for people who live or work in Blaine County to find and access housing and supportive services; and

WHEREAS, the BCHA administrative staff and consultant Courtney Noble prepared and presented to the BCHA Board for its review and guidance on the Housing Navigation System on May 10, 2023; and

WHEREAS, BCHA administrative staff have determined, and sought confirmation of said determination by legal counsel, City of Ketchum’s finance and administrative teams that recording the contract for services with BCHA is a necessary and beneficial action warranting the approval and authorization of the BCHA Board; 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 request to contract for services with Courtney Noble on August 9, 2023, set forth in Exhibit A, 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



## INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the 9 day of August, 2023, by and between the Blaine County Housing Authority ( “BCHA”), and Courtney Noble ("Contractor").

### FINDINGS

- A. The BCHA is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. the BCHA is duly authorized and empowered to enter into such an agreement;
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The BCHA finds that it is economical and efficient and that is in the best interests of the City 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 City of Ketchum Pre-Litigation Mediation proposal submitted with this contract.
2. **Payment for Services.** In exchange for the Services, the City 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 City upon City review and approval within approximately thirty days. Contractor and City staff will meet bi-weekly, when the Contractor will report to the City as to the Service activities.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
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 City. The City 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 City. This

Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City 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 City 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 City’s liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$2,000,000 aggregate
Each Occurrence	\$1,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage	\$1,000,000
Medical Expense	\$15,000

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City 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:	CONTRACTOR:
Blaine County Housing Authority	Courtney Noble
Attn: Housing Director	50 Greens End Lane
P.O. Box 4045	Hailey, ID 83333
Ketchum, ID 83340	

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 City 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 City 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 City.
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**

**COURTNEY NOBLE, CONTRACTOR**

\_\_\_\_\_  
Keith Perry, Board Chair

\_\_\_\_\_  
Courtney Noble

ATTEST:

\_\_\_\_\_  
*[Name]*  
Ketchum City Clerk

## Proposed Statement of Work

### Noble/ 5B Community Collaborative

**Project Purpose:** Support the 5B Community Collaborative and assist the group in building strategies that maximize collaborative effectiveness to ensure that all people experiencing housing instability in Blaine County have access to a continuum of housing and services.

**Background:** The 5B Community Collaborative is the name of a new initiative working to improve services and outcomes for the community members of Blaine County. The initiative, facilitated and funded by the Blaine County Housing Authority (BCHA), is a result of six months of planning by BCHA and other organizations throughout the County. Through a collaborative planning effort, the group produced a set of recommendations for a Community Collaborative Charter and a Year 1 Action Plan. The community is now seeking a qualified professional to facilitate implementation of components of the Action Plan.

**Proposed Scope:** After meeting with Collaborative members on April 20, 2023, BCHA is seeking a professional independent contractor to assist with the following priorities identified by community partners:

- 1. Create a “cheat sheet” on who is eligible and how to apply for subsidized properties.** This work will be done in partnership with BCHA staff.
  - Estimate: 30 hours
  
- 2. Create a shared pre-application process and potentially a common waitlist for subsidized properties.**
  - a. Collect applications and summarize eligibility for each subsidized property (to the extent not already completed under Priority 1, above.)
  - b. Convene property managers and owners to vet a pre-application and build consensus around an implementation process. Facilitate these meetings.
  - c. Develop a work plan and timeline for roll-out of a pre-application.
  - d. With property managers and owners, explore feasibility of a common waitlist from which matched referrals to subsidized properties could be made.
  - Estimate five one-hour workgroup meetings plus 40 hours of support work: 45 hours
  
- 3. Explore and pursue funding opportunities to support housing stability in Blaine County.** This may include:
  - a. HUD funding (including the Emergency Services Grant and HOME-ARP) distributed through Idaho Housing and Finance Association
  - b. HUD funding including Rapid Rehousing funds distributed through our Continuum of Care and the Idaho Housing and Finance Association
  - c. FEMA funding
  - d. Private funding
  - Estimate up to 35 hours per funding application not to exceed 100 hours
  
- 4. Provide ongoing support to identify emergency housing and implement community Shelter Plan.** This may include establishing community eligibility for the funding streams noted above, convening an emergency housing planning team. etc.
  - Estimate up to 30 hours.

**Approach:** The consultant will work closely with BCHA staff and Collaborative agencies.

**Accountability:** The consultant will touch base with BCHA staff bi-monthly during the development of the deliverables.



**Project Budget:** Estimated hours to complete the project are 105-205. The consultant’s hourly rate will be \$140/hour. The agreement is approved up to and is not to exceed \$28,700 in labor expenses.

# COURTNEY NOBLE

50 Greens End Lane, Hailey ID 83333 | (206) 618-3265 | courtneyhoble@gmail.com

## EXPERIENCE

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**FJORD STRATEGIES** | Hailey, Idaho  
*Principal Consultant* / October 2015 to present

Advise nonprofit and philanthropic clients on strategy, program evaluation, communications, advocacy and operational effectiveness to help them achieve meaningful and sustainable progress for target populations. Proven skills include:

- *Strategic planning.* Gathering and assessing data and research; summarizing and incorporating these findings into initiatives to meet long-term goals.
- *Metrics and policy analysis.* Creating instruments to measure progress and establish data-driven benchmarks. Advising on policy and programmatic changes that are evidence-informed. Redesigning strategies to achieve more equitable outcomes.
- *Data visualization.* Creating dashboards to monitor results and communicate with senior leadership.
- *Grant management.* Providing insight on grant procurement and management; funding scans; grantee coordination and communication.

Expertise in homelessness, child welfare, youth development and inequality. Affiliated with Bright Spring Strategy Consulting on projects servicing global health and vaccine delivery clients. Sample clients include the Raikes Foundation, Youth Villages, Accelerator YMCA, Washington Department of Commerce and the Houston Homeless Youth Network.

**UNITED WAY OF KING COUNTY** | Seattle, Washington  
*Impact Manager, Ending Homelessness* / June 2012 to October 2015

Oversaw strategic planning and grant-making for county-wide housing stability initiative. Managed a portfolio of \$10.8 million annually allocated to service providers and advocates supporting homeless and low-income individuals. Primary author of logic models, theories of change and outcome measurement tools for United Way's ending homelessness strategy. Led competitive funding processes, reviewed applications and conducted evaluations of grantee progress. Participated in the design of academic studies and managed contracts with external evaluators. Additionally served as Project Director on federal grant addressing the intersection of foster care and youth homelessness in Washington State, uniting a diverse team of public and private stakeholders in a two-year strategic planning process.

*Manager of Basic Needs Programs* | March 2010 to May 2012  
*Free Tax Campaign Manager* | August 2007 to March 2010

Designed, executed and evaluated county-wide poverty alleviation programs. Managed two full time and 25 seasonal staff. Crafted annual communications and advocacy campaign to reach low income individuals in need of tax help; monitored penetration and effectiveness of print and social media outreach efforts. Mobilized and maintained relationships with community partners, developed asset building strategies and participated in city, state and national anti-poverty coalitions. Solicited and managed program grants, and supported United Way's distribution of grants targeting poverty and hunger.

**SHARTSIS FRIESE LLP** | San Francisco, California  
*Associate Attorney* | November 2004 to July 2007

Negotiated and closed mergers and acquisitions, advised companies on entity formation, researched and drafted various commercial agreements and registered intellectual property for clients at small, full-service law firm. Served as regular *pro bono* attorney for Legal Services for Entrepreneurs and California Lawyers for the Arts and as outside general counsel for the International Tibet Support Network and the Society of Vascular and Interventional Neurologists, advising on formation, fiduciary duties, board activities, tax exemption, and ongoing reporting and compliance.

## EDUCATION

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**NEW YORK UNIVERSITY SCHOOL OF LAW** | New York, New York

Juris Doctor | May 2004

*Honors:* Dean's Scholarship Recipient

**YALE UNIVERSITY** | New Haven, Connecticut

Bachelor of Arts | Women's and Gender Studies, *cum laude* | May 2000

*Honors:* Distinction in the Women's and Gender Studies Major

## ADDITIONAL INFORMATION

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Certified Tableau data visualization software user. Comfortable analyzing large-scale, complex datasets in Excel and Access. Admitted to practice law in the State of California. Proficient in spoken and written French. Enjoy politics, skiing, science fiction, nonfiction about social policy, and coffee. Raised in Canada.



**BLAINE COUNTY  
HOUSING AUTHORITY**

**BOARD MEETING AGENDA MEMO**

Meeting Date:  Staff Member:

Agenda Item:

**Recommended Motion:**

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

Blaine County Charitable Fund’s need for more space catalyzed a search for a shared location. Given the close partnership and similarities of clients and missions, staff and the board gave initial approval to relocate to Merriweather on June 14, 2023. BCHA has since moved out of the Marketron Building and into Merriweather 2J, above Hailey Java.

Attached is a draft sublease, subject to final revisions.

**Attachments:**

- |   |
|---|
| 1. Resolution No. 2023-4                          |
| 2. Sublease with Blaine County Charitable Fund    |
| 3. Staff report on leasing options, June 14, 2023 |

**RESOLUTION No. 2023-04**

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 SUBLEASE OF THE MERRIWEATHER BUILDING (UNIT 2J) FROM BLAINE COUNTY  
CHARITABLE FUND

WHEREAS, the BCHA administrative staff have surveyed eight locations; and

WHEREAS, the purpose of the BCHA is to be accessible to the public, including creating and maintaining a welcoming space; and

WHEREAS, the BCHA shares clients and similar missions with the Blaine County Charitable Fund and the Board supports sharing a location; and

WHEREAS, the BCHA Board reviewed the options available on June 14, 2023 and believe that Merriweather 2J is the best location; and

WHEREAS, BCHA administrative staff that recording the sublease is a necessary and beneficial action warranting the approval and authorization of the BCHA Board; 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 request to record the Sublease as adopted by this Board on August 9, 2023, set forth in Exhibit A, attached and incorporated herein.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Vice Chair

## **SUBLEASE AGREEMENT**

This Sublease Agreement (the "Sublease") is made effective as of July 18, 2023, by and between Blaine County Charitable Fund, Inc. ("Tenant"), and Blaine County Housing Authority dated \_\_\_\_8/1/2023\_\_\_\_ (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. The Tenant now desires to sublet the leased property to the Subtenant and the Subtenant desires to sublet the leased property from the Tenant. Therefore, the parties agree as follows:

**PREMISES.** Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant Office Space located at 111 North First Avenue, Suite 2J, Hailey, Idaho 83333 (the "Premises").

**TERM AND POSSESSION.** The term of this Sublease will begin on \_\_\_\_7/22/2023\_\_\_\_ and unless terminated sooner pursuant to the terms of this Sublease, it will terminate on \_\_\_\_7/31/2024\_\_\_\_. Subtenant shall be entitled to possession on the first day of the term of this Sublease, and shall yield possession on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing.

**SUBLEASE PAYMENTS.** Subtenant shall pay to Tenant sublease payments of \$842.35 per month, payable in advance on the first day of each month, for a total sublease payment of \$10,108.20. Sublease payments shall be made to Tenant at PO Box 265, Hailey, Idaho 83333, which may be changed from time to time by Tenant.

**SECURITY DEPOSIT.** At the time of the signing of this Sublease, Subtenant shall pay to Tenant, a security deposit of \$676.20 to be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law. Upon the vacating of the premises for termination of the lease, Tenant shall have twenty-one (21) days to return the security deposit to Subtenant, minus any deductions for damages or other charges, together with an itemized list of any such deductions. The 21-day period can be shortened or extended by an agreement between the Subtenant and Landlord, but it may not be longer than 30 days. The security deposit will be held in an account at: DL Evans, 609 S Main, Hailey, Idaho.

**NOTICE.** Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

**TENANT:**

Blaine County Charitable Fund, Inc.  
PO Box 265  
Hailey, Idaho 83333

**SUBTENANT:**

Blaine County Housing Authority  
PO Box 4045  
Ketchum, Idaho 83340

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

**GOVERNING LAW.** This Sublease shall be construed in accordance with the laws of the State of Idaho.

**LANDLORD'S CONSENT.** The Prime Lease requires the prior written consent of Landlord to any subletting of the Premises. Such consent has been obtained and a copy is attached as an exhibit.

**INCORPORATION OF PRIME LEASE.** This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease."

TENANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Blaine County Charitable Fund, Inc.

SUBTENANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Blaine County Housing Authority

## BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

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

BCHA's and Blaine County Charitable Fund's lease at the Marketron/Sawtooth Business Center was completed at the end of May. Both entities have now switched to month to month. Blaine County Charitable Fund (BCCF) has outgrown it's current office space and seeks to move. They also seek to expand into a place that has more areas for private discussions.

The nature of BCCFs work is very similar to BCHA's, where they have in-depth conversations about peoples finances and personal circumstances. Our missions are also closely aligned – with BCCF providing emergency assistance and BCHA providing housing resources. They are a key partner and staff and BCCF work closely on a number of fronts, including the housing navigation system and shelter efforts.

Staff recommend moving to a new location with BCCF. This will allow this close partnership to continue and deepen, while also providing more of a team setting for the BCCF Hailey office. Staff and BCCF looked at eight options and found the Merriweather building (where Hailey Java is) to be the most accessible with natural light and the greatest layout for such shared space. Staff would share the office with BCCF. Rent would remain the same or be reduced from the current rate.

Staff request input from the BCHA board on this location change, recognizing that the lease and payment would be handled by the City of Ketchum.

**Sustainability Impact:**

**Financial Impact:**

None OR Adequate funds exist in account:	less than \$12,000 per year
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**Attachments:**

- |                              |
|------------------------------|
| 1. Location comparison chart |
| 2.                           |
| 3.                           |



## Location Comparison Chart

Spaces	Pros	Cons	Dimensions/Costs
Sawtooth Business Center – Sublease area	Potential of master leasing nearby space Not paying for conference room/kitchenette Established location Welcoming building for new comers Good location	Limited to 500 (ish sq feet) Need to reconfigure after year 2 and might still not fulfill needs High per sq. ft cost.	475 sq. feet 4.25/sq foot \$2000 + \$600? For an additional 100 square feet Utilities included
Sawtooth Business Center – Current + more	Clients don't have to adjust BCHA can continue to meet their needs Smaller spaces revolving door can down/upscale as needed Good location	Higher costs awkward layout to add additional space	433 sq feet \$4.15/sq foot \$1872 + \$624 if added another smaller space Utilities included
<b>Merriweather 2J</b>	<b>Prime location (above Hailey Java) and very approachable. Lots of light and welcoming inside.</b> <b>BCT office could be used for spill over larger meetings.</b> <b>ADA accessible</b>	<b>Need to work on rate with a long lease as landlord is known to keep raising rents. (Did say to 'make an offer' as it's been empty for quite some time)</b>	<b>850 sq feet</b> <b>\$3.11/sq foot</b> <b>\$2106 + build out costs that could be negotiable</b>
Merriweather 2K	Prime location (above Hailey Java) and very approachable. BCT office could be used for spill over larger meetings ADA accessible	Need to work on rate with a long lease as landlord is known to keep raising rents. (Did say to 'make an offer' as it's been empty for quite some time)	825 sq feet \$2.24/sq foot \$1848 + build out costs that could potentially be negotiated.
Merriweather 2M	Prime location (above Hailey Java) and very approachable. BCT office could be used for spill over larger meetings ADA accessible	Need to work on rate with a long lease as landlord is known to keep raising rents. (Did say to 'make an offer' as it's been empty for quite some time)	1043 sq feet \$2.24/sq foot \$1752 + build out costs that could potentially be negotiated.
Aviation Drive	Great outside entry so very approachable. On bus line and across the street from St. Luke's Center for Community Health. Could probably access their meeting room when needed.	Has some one negotiation for it. Not certain owner will pitch in for build out Current tenant has lease through August, so might not be obtainable until fall after building out. Lease-up in process with different tenant.	1250 sq feet \$1.75/sq foot \$2188 + possible build out costs Utilities additional
River Street 2 <sup>nd</sup> Floor	Plan for what we need with room to grow Timing is 5-6 mo out Easily accessed by bus line/central location Professional building Rate per sq foot competitive	Entry has high end condominium feel so less approachable for intimidated population Have to create & pay for meeting space Investment in planning Unknown costs to amortized into rent & could increase costs. 6 month process likely.	1500 sq feet \$2.25/sq foot \$3375 + possible build out costs Electrical to run heat/cooling additional
River Street 3 <sup>rd</sup> Floor	Enough space to accommodate growth in future Better positioned in building for light, open space Less costs going in as partially built out Easily accessed by bus line/central location	Built as a residence, so not certain build out is possible and obtainable. Entry has high end condominium feel so less approachable for intimidated population	1500 sq feet \$2.25/sq foot \$3375 + possible build out costs + patio may costs some more Electrical to run heat/cooling additional

	Professional building Rate per sq foot competitive Outdoor patio	Have to create & pay for meeting space Investment in planning 3-6 mo process likely.	
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# BLAINE COUNTY HOUSING AUTHORITY

## BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

### Recommended Motion:

I move to deny Taan Robrahn’s Exception Request

### Reasons for Recommendation:

- The deed covenant states that only a qualified heir can continue owning the property. The Guidelines state that an ownership unit cannot be rented for more than one year.
- The unit is intended for ownership.
- The current tenant is a qualified buyer.

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

In 2021 the qualified owner, Lorraine Robrahn, passed. The Deed Covenant signed by Lorraine states, “Any Qualified Heir must, in addition to submitting the Acknowledgment and Acceptance of the Terms and Restrictions set forth in these Covenants, be a Qualified Person as defined in Section 2.6. **If they are not, the heir or the estate of the decedent Homeowner shall proceed to sell the Property in accordance with the provisions of this covenant.** (Section 3.9.1)” No qualified heir was identified.

In July 2021, Taan Robrahn submitted a Notice of Intent to Rent and was approved by the Executive Director at that time. This Notice states “**any lease longer than one (1) year in duration must include a reasonable buy-out provision for the tenant (9.a).**” The tenant was not offered a buy-out provision.

After receiving the Notice of Non-Compliance, Taan offered the unit for sale to the tenant. The tenant has since qualified for purchase and found adequate funding to purchase the unit.

Taan requests an exception to the 3% seller’s fee. 2% of this covers representation of BCHA by a local real estate agent to assist buyers and sellers with the process and introduction to the deed covenant and other expectations. The Guidelines state that an exception request must include a description of “The circumstances **constituting an undue hardship or burden** which are the basis for the Exception request. (Section 8.4.2.b)”

Taan requests a reduction in the fee to 2% to save himself 1% or \$1,528 that would go towards a downpayment for his sons. Taan states that before she passed, his mother stated that she wanted the unit to go to the sons. The sons are not qualified heirs.

Staff do not believe that the circumstances constitute an undue hardship or burden, given that the Qualified Owner, Lorraine Robrahn, knowingly and willingly entered into the deed covenant and all that it entailed, including the 3% seller's fee. Taan Robrahn, knowingly and willing agreed to the conditions on renting an ownership unit. The 1% of the seller's fee is apportioned to BCHA for compensation of administering the program and overseeing the sale.

Attachments:

1. Robrahn Exception Request, July 31, 2023
2. Notice of Non-Compliance, June 5, 2023
3. Executed Acknowledgement and Acceptance of the terms and restrictions set forth in the Deed Covenant, November 16, 2016
4. Notice of Intent to Rent, July 2021

07/31/2023

The Estate of Lorraine Robrahn  
P.O Box 2334  
Sun Valley, ID 83353  
208-309-8915

To the Board of the Blaine County Housing Authority,

I am writing this as a formal request for an exception to the BCHA policy regarding [Section 5 Selling Community Housing](#) > B. Fees > 1) Income-restricted Community Homes & the deed 6.2 "The selling Owner shall, at closing, pay an administrative fee to BCHA in an amount equal to three percent (3%) of the actual sales price.) I would like to request a reduction of the 3% to 2% as this is a simple sale to the current renter of the unit that is a qualified buyer.

The circumstances for the basis of the request are that when my mother passed away she requested that the unit be left to my twin boys so that they would always have a house to live. I discussed this with then executive directors Nathan Harvill and then Sarah Michaels. Mr. Harvill stated that was possible and he would review with the board at that time. Shortly after Mr. Harvill left his position with BCHA. I was recently notified by your new executive director this is not possible and the unit must be sold. In an effort to assist them with a down payment on a house in the future I would like to ask you consider this request.

If you would like further details on the unit, and previous communication with BCHA Executive directors I would be happy to meet.

Thank you for your time and consideration,

Taan Robrahn- Estate Executor

## 2. Notice of Non-Compliance, June 5, 2023

June 5, 2023

Taan R. Robrahn  
PO Box 2334  
Sun Valley, ID 83353-2334

CC: Keith Perry, Blaine County Housing Authority Board of Commissioners.

RE: Community Home at 222, N. 2<sup>nd</sup>, Chilali Lodge, Unit #2

Sent: Via U.S. Certified Mail, return receipt requested  
Cc'd parties delivered via email.

Dear Taan:

This letter serves as formal notification as required in Section 13 of the Community Housing Covenants Running with the Land (enclosed and bearing your mother's signature) as recorded with Blaine County, Idaho that you have failed to perform your obligations under the terms of said Community Housing Covenants Running with the Land. The specific sections are listed below:

1. Section 3.9 Transfer to a "qualified heir". Upon receipt of a written request from the Home Owner at any time or upon notice from the personal representative of the Home Owner's estate given within ninety (90) days after the death of Home Owner, **BCHA may, in its sole and absolute discretion, consent to a transfer of the Home Owner's interest in the Property to one or more of the heirs of Home Owner listed below** ("Qualified Heirs") provided that such heir and such heir's legal counsel executes an Acknowledgement and Acceptance of the Terms and Restrictions set forth in these Covenants. The Qualified Heirs are the following: (a) the spouse, common law partner or same-sex partner of the Homeowner; (b) the dependent child or dependent children of the Homeowner; or (c) other member(s) of the Homeowner's household who have resided in the Property for at least twelve (12) months immediately prior to Homeowner's death.

2. Section 3.9.1 Any Qualified Heir must, in addition to submitting the Acknowledgment and Acceptance of the Terms and Restrictions set forth in these Covenants, **be a Qualified Person as defined in Section 2.6. If they are not, the heir or the estate of the decedent Homeowner shall proceed to sell the Property in accordance with the provisions of this covenant.**

Section 2.6 A "Qualified Buyer" is a person or group of people meeting and in full compliance with the qualifications and conditions set forth in the Guidelines in effect at the date a contract between an Owner and a Qualified Buyer is entered into for the Sale of the Property, including, without limitation, the income requirements applicable to the Property, and who has a complete and current application on file with BCHA at the time a contract for the Sale of the Property is entered into between an Owner and the Qualified Buyer.

The Community Housing Covenant, which was signed by your mother, Lorraine Robrahn, at the purchase of her Community Housing Unit allows for BCHA to pursue remedies as stated in Section 12; including, but not limited to: Seeking specific performance of the covenant or resulting in the non-defaulting party

(BCHA) to require the immediate sale of the property. BCHA will be exercising its right under the covenant to require that – if you believe you are a Qualified Buyer – submit an Application to BCHA and provide evidence of BCHA’s consent to transfer. Otherwise, BCHA will require the sale of the property to a BCHA-qualified buyer. BCHA would account for section 4.E.2. of the Community Housing Guidelines, which state that “the leave of absence [of an owner] may be up to one year and may, at the discretion of BCHA, be extended for additional terms” and the intent of 4.E.4.(a) “any lease longer than one (1) year in duration must include a reasonable buy-out provision for the tenant.”

Your mother, Lorraine Robrahn, was given an opportunity to purchase this unit at a price below that of the prevailing market rate in exchange for her agreement to fulfill the terms outlined in the Community Housing Covenant which was attached to the housing unit. Since 2019, it appears that you, as executor of your mother’s estate, have chosen to not fulfill the ongoing obligations under that Covenant.

This is a serious matter of utmost importance. As stated above, Community Housing is a very limited resource in the Valley and BCHA can ill-afford to allow any Community Housing to be used in a manner that violates the spirit of the program. BCHA expects every community homeowner to meet the obligations associated with homeownership.

**Within thirty (30) days from the receipt of this letter, you must communicate with BCHA-Carissa Connelly, Housing Director ([info@bcoha.org](mailto:info@bcoha.org)) to discuss your plans related to the immediate sale of your housing unit.**

**The current maximum sales price for your unit is \$152,816 (as calculated in accordance with Section 5 of the deed covenant),** this is not a guaranteed final sale price, factors related to the condition of the unit, the amount of back taxes due, Association fees due, and administrative costs will be deducted from the final sale price. BCHA will begin efforts to identify a qualified buyer for your unit, in accordance with the BCHA Community Housing Guidelines.

Sincerely,

Carissa Connelly  
Housing Director  
City of Ketchum-BCHA

Enclosures:

1. Executed Acknowledgement and Acceptance Form, dated November 16, 2016
2. Recorded Community Housing Covenant Running with the Land, Instrument #639726 dated November 16, 2016

Recording Requested by and  
When Recorded Return to:

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

Instrument # 639727

Blaine County, BLAINE, IDAHO  
11-16-2016 2:08:45 PM No. of Pages: 4  
Recorded for: AMERITITLE - KETCHUM  
JOLYNN DRAGE Fee: \$19.00  
Ex-Officio Recorder Deputy: BH  
Electronically Recorded by Simplifile

Blaine County Housing Authority  
P.O. Box 4045  
Ketchum, ID 83340

136956AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**ACKNOWLEDGEMENT AND ACCEPTANCE  
OF THE TERMS AND RESTRICTIONS  
SET FORTH IN THE DEED COVENANT**

**WHEREAS**, Purchaser agrees to restrict the Community Housing Unit located at 222 N 2<sup>nd</sup> Avenue, Unit #2, legally described as Condominium Unit 2, according to the Declaration of Covenants, Conditions and Restrictions for the Chilali Condominiums recorded January 9, 2008, as Instrument No. 554724 and the plat showing the Chilali Condominiums recorded January 9, 2008, as Instrument No. 554725, records of Blaine County, Idaho (the "Property"), according to the terms and conditions described in the Deed Covenant recorded March 19, 2008, as Instrument No. 556560, records of Blaine County, Idaho.

**WHEREAS**, the Deed Covenant refers to the Property as a "Community Housing Unit" as that term is defined in the Blaine County Housing Guidelines ("Community Housing Guidelines");

**WHEREAS**, the Property falls within the Category 3 income range established and adopted by the Blaine County Housing Authority (BCHA) annually in its annual Blaine County Housing Guidelines ("Community Housing Guidelines")

**NOW THEREFORE, THE PURCHASER ACKNOWLEDGES AND ACCEPTS ALL OF THE TERMS AND RESTRICTIONS OF THE DEED COVENANT, INCLUDING BUT NOT LIMITED TO:**

*By placing his/her initials where indicated in this Acknowledgement, Purchaser acknowledges that he/she has read and understands the provisions in the Deed Covenant as well as the summary contained in this Acknowledgement.*

Purchaser's  
Initials

*LJR*

SECTION 1: BACKGROUND – Purchaser understands that BCHA holds an interest in the Property.



Recording Requested by and  
When Recorded Return to:

This document has been recorded electronically.  
Please see the attached Copy to view the County  
Recorder's stamp as it now appears in the public  
record.

Blaine County Housing Authority  
P.O. Box 4045  
Ketchum, ID 83340

Submitted by: AMERITITLE

136956AM

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**ACKNOWLEDGEMENT AND ACCEPTANCE  
OF THE TERMS AND RESTRICTIONS  
SET FORTH IN THE DEED COVENANT**

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WHEREAS, the Deed Covenant refers to the Property as a "Community Housing Unit" as that term is defined in the Blaine County Housing Guidelines ("Community Housing Guidelines");

WHEREAS, the Property falls within the Category 3 income range established and adopted by the Blaine County Housing Authority (BCHA) annually in its annual Blaine County Housing Guidelines ("Community Housing Guidelines")

**NOW THEREFORE, THE PURCHASER ACKNOWLEDGES AND ACCEPTS ALL OF THE TERMS AND RESTRICTIONS OF THE DEED COVENANT, INCLUDING BUT NOT LIMITED TO:**

*By placing his/her initials where indicated in this Acknowledgement, Purchaser acknowledges that he/she has read and understands the provisions in the Deed Covenant as well as the summary contained in this Acknowledgement.*

Purchaser's  
Initials

*LAR*

SECTION 1: BACKGROUND – Purchaser understands that BCHA holds an interest in the Property.

LJR SECTION 2: DEFINITIONS – Purchaser has read and understands the terms used in the Deed Covenant.

LJR SECTION 3: TRANSFER – Purchaser understands that any sale of the Property may only be to a “Qualified Buyer” (as that term is defined in the Deed Covenant) and must comply with the Deed Covenant. Purchaser also understands that the Property may only be rented in accordance with the Deed Covenant.

LJR SECTION 4: USE, OCCUPANCY, MAINTENANCE AND REPAIR REQUIREMENTS  
Purchaser shall occupy the Property as his/her primary residence, shall not use the Property for business or commercial uses except as provided in the Deed Covenant, and shall maintain the Property in good condition. Purchaser understands that BCHA may inspect the Property from time to time to insure compliance with the Deed Covenant.

LJR SECTION 5: MAXIMUM SALES PRICE AND MAXIMUM RENTAL AMOUNT -  
This Acknowledgement, together with the Deed Covenant and the Community Housing Guidelines shall constitute a resale agreement setting forth the maximum sales price for which the Property may be sold (“Maximum Sale Price”), the amount of appreciation and the terms and provisions controlling the resale of the Property should Purchaser desire to sell its interest in the Property. **NO LOAN OR COMBINATION OF LOANS SECURED BY THE PROPERTY MAY EXCEED THE MAXIMUM SALES PRICE OF THE PROPERTY AS DETERMINED BY THE BCHA.**

LJR SECTION 6: CLOSING – The administrative/sale fee due to the BCHA at the time Purchaser re-sells the Property shall be as specified in the Deed Covenant.

LJR SECTION 7: INSURANCE & CASUALTY – Purchaser shall insure the Property as required.

LJR SECTION 8: ENCUMBRANCES – Purchaser shall pay when due all monetary liens, taxes, assessments and encumbrances on the Property. **PURCHASER SHALL PROVIDE BCHA WITH ALL LOAN NUMBERS, AND SHALL INSTRUCT ALL LENDERS TO PROVIDE TO BCHA COPIES OF ALL COMMUNICATIONS RELATING TO ANY LOAN ON THE PROPERTY. THERE CANNOT BE ANY REFINANCING, SECONDARY FINANCING, OR HOME EQUITY FINANCING WITHOUT THE PRIOR WRITTEN APPROVAL OF BCHA.**

LJR SECTION 14: GENERAL PROVISIONS – The Deed Covenant is permanent and runs with the land. It may only be changed in writing signed by both the Purchaser and the BCHA.

**PURCHASER FURTHER AGREES** that Purchaser shall instruct the title company to provide BCHA with copies of all closing documents requested by BCHA, including, but not limited to, all requested loan documents, within 10 days after the close of escrow.

**IN WITNESS WHEREOF**, Purchaser has executed this instrument on the date set forth below.

**PURCHASER(s) – Signed at time of Purchase and Sale Agreement**

Lot Kebrahn  
\_\_\_\_\_

Date: 10-14-2016

\_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER(s) – Signed upon Closing**

Lot Kebrahn  
\_\_\_\_\_

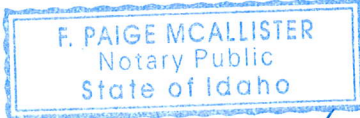
Date: 11-16-16

\_\_\_\_\_

Date: \_\_\_\_\_

STATE OF Idaho )  
 ) ss.  
County of Blaine )

On this 16<sup>th</sup> day of November, in the year 2016, before me, the undersigned, personally appeared Lorraine A. Kobrahn known or identified to me to be the person (s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Witness by hand and official seal

F. Paige McAllister My commission expires: 1/31/19  
Notary Public

**ACCEPTANCE BY THE BLAINE COUNTY HOUSING AUTHORITY**

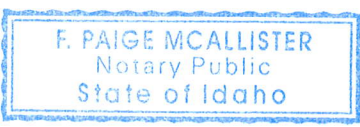
The foregoing Deed Restriction Acknowledgement for the above-referenced Community Housing Unit and its terms are hereby adopted and declared by the Blaine County Housing Authority.

**BLAINE COUNTY HOUSING AUTHORITY**

By: [Signature] Date: 11-9-16  
Executive Director

STATE OF Idaho )  
 ) ss.  
County of Blaine )

On this 9<sup>th</sup> day of November, in the year 2016, before me, the undersigned Notary Public, personally appeared Bobbi Bellows David Patric known or identified to me to be the Executive Director of the Blaine County Housing Authority, an Idaho independent public body, corporate and politic, that executed the within instrument or the person(s) who executed the instrument on behalf of said body, and acknowledged to me that such body executed the same.



Witness by hand and official seal

F. Paige McAllister My commission expires: 1/31/19  
Notary Public



# BLAINE COUNTY HOUSING AUTHORITY

## Notice of Intent to Rent Community Housing and Rental Pricing Agreement *(Rental by a Community Homeowner)*

- Property Owner(s) Name: Lorraine Robrahn
- Community Housing Address: #2 Chialli Lodge
- The Owner understands that The Blaine County Housing Authority (hereinafter "Housing Authority") is not acting as a real estate broker in the rental of the subject Community Housing. The Housing Authority represents neither the Owner nor the tenant and is acting solely in the interest of the Housing Authority in furtherance of the goals expressed in the Housing Guidelines and in accordance with the Deed Covenant on the Community Housing which Owner has executed in conjunction with the rental of the Community Housing. The Owner is encouraged to seek the advice of competent professionals to represent the Owner's interests.**
- The Owner hereby requests the Housing Authority to approve the rental of the Community Home referenced above as allowed in Section 4(E) Long-Term Rental Options for Owners of Community Housing or Section 5(E)(9)&(10) Additional Information Related to the Sale of Community Housing by a Community Homeowner and in conformity with the requirements thereto.
- The Owner will identify a potential Qualified Occupant to be qualified by the Housing Authority. If the candidate is successfully qualified by the Housing Authority, the Owner and Qualified Occupant shall enter into a lease agreement pursuant to the terms set forth in the Deed Covenant on the Community Home, or if there are no such provisions, upon terms approved by the Housing Authority. Owner shall respond to a reasonable request for information regarding the negotiations with tenants and shall provide the Housing Authority with copies legal documentation upon execution.
- The Rental Rate charged shall be approved by BCHA and shall be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.
- If an Income Category is not enumerated in the Deed Covenant, the rent shall be established at a rate that is no greater than the "Owner's Cost". "Owner's Cost" shall include the monthly mortgage principal and interest payment, plus condominium/homeowner's association fees, plus utilities remaining in owner's name, plus property taxes and insurance prorated on a monthly basis, plus \$20 per month.
- Owner certifies to the Housing Authority the Housing Costs borne by the Owner as represented by the amounts set forth below:

Cost of Mortgage	\$
Cost of HOA Dues	\$
Cost of Insurance	\$
Taxes (if not included in mortgage)	\$
Utilities (that will be paid by owner)	\$
Other ownership costs	\$
<b>Total Housing Costs</b>	<b>\$</b>

*Cat. 3  
Ownership  
Rental Rate  
Cat 3  
\$ 784  
Renter pays electric*

Note: Owner shall provide documentation to BCHA to verify the costs listed above. The deed covenant does not allow a community homeowner to rent their unit in an amount greater than the cost of ownership regardless of rental rates in the Guidelines.

9. The Community Home shall be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the Home permit the rental. Any prospective Tenant must be qualified by BCHA prior to execution of a lease. A lease shall contain the following provisions:
  - (a) Any lease longer than one (1) year in duration must include a reasonable buy out provision for the Tenant;
  - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner shall give the Tenant a minimum of ninety (90) days' notice prior to the conclusion of any lease or lease extension, including leases on a "month to month" term;
  - (c) No initial lease term may be for fewer than four (4) months;
  - (d) BCHA shall annually re-certify the Tenant as outlined in Section 3(C)&(D).
10. If Owner has chosen to utilize the services of a licensed real estate broker, Owner shall within 3 business days of execution of this Agreement, provide Housing Authority with a copy of the executed listing agreement (on forms approved by the Idaho Real Estate Commission) and a letter from said broker acknowledging that broker has reviewed and understands the restrictions placed on the rental of the Community Housing by the Housing Guidelines and the Deed Restriction. Any fees paid to such broker are the sole responsibility of Owner and shall not increase the monthly rent of the Home nor reduce the Administration Fee due to the Housing Authority.
11. Owner, by Owner's signature below, represents and warrants to Housing Authority that Owner will in good faith do and perform all actions and execute all agreements necessary to consummate the rental of the referenced Community Housing, at no more than the Net Rent Rental Rates noted above, to a tenant qualified in accordance with the Housing Guidelines and the Deed Covenant on the property. Owner and Housing Authority hereby agree to use the form of lease set forth in **Exhibit "A"** attached hereto.
12. If Owner has chosen not to utilize the services of a licensed real estate broker, the Owner and Housing Authority acknowledge and agree that this Agreement will take the place of the "listing agreement on forms approved by the Idaho Real Estate Commission" if such form is referenced by the Deed Covenant on the subject property.
13. Name of Owner's Real Estate Brokerage and Agent:

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-OR- Owner's initials below indicate that Owner has chosen not to utilize the services of a real estate broker in this transaction and will market the property directly to potential tenants selected in accordance with the Housing Guidelines and Deed Restriction.

  
Owner's Initials


  
Owner's Initials

14. This Agreement shall expire upon the earlier of: (a) 180 days from mutual execution of this Agreement, or (b) the date of execution of the final approved lease for the rental.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT.

Owner: Lorraine Ruben  
Estate Ref: TAAW Ruben

Housing Authority:  
BLAINE COUNTY HOUSING AUTHORITY

By:  \_\_\_\_\_

By:  \_\_\_\_\_  
Executive Director, BCHA

Date: 7-27-21 \_\_\_\_\_

Date: 27 July 2021 \_\_\_\_\_



## BLAINE COUNTY HOUSING AUTHORITY

### BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

#### Recommended Motion:

"I move to conditionally approve Prudence Hemming's Exception Request"

#### Reasons for Recommendation:

- The owner's condition means that she would need to rent out her unit every year, which does not align with the program policies for an ownership unit – restricting rental to one year.
- Ms. Hemming's stated the intent to sell the unit next year.

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

Staff are bringing this to the board due to the unique nature of the rental request, in that the owner intends to make the request annually. The owner states that she has a medical condition which requires her to be in a warmer climate over the winter. In 2021 she made a similar request (attached) which – as far as staff remembers and can determine from documentation – was not approved due to missing documentation.

Ms. Hemming's desire and capacity to live elsewhere raises the question of her need to own a community home. The intent of the program is to provide stable house people who live and/or work in the community. Through communications it became clear she is a frequent traveler with alternative housing options. Prudence confirmed that she intends to sell the unit next year and move to the U.K..

This unit is intended for ownership and based on updated policies, open to rental to a qualified tenant for three months to one year:

- "The leave of absence may be for up to one year. (Section 4.E.2)" and
- "No initial lease term may be for fewer than 90 days and no more than 1 year. The lease is non-renewable. (Section 4.E.3.c)."

In addition, "any lease longer than one year in duration must include a reasonable buy-out provision for the tenant. (Notice of Intent to Rent)"

Prudence is requesting an exception to the above policies. For an exception to be applied, Prudence needs to demonstrate that the circumstances constitute "an undue hardship or burden which are the basis for the



Exception request. (Section 8.A.)” If the owner’s medical condition is confirmed, Staff support granting the request for one year but no more – given the owner’s circumstances, intent, and the aim of the program.

Prudence has identified a potential tenant who is qualified, however the household size is smaller than is recommended for a two-bedroom with one person in the household. The deed restriction states “Owner shall then, in accordance with the Guidelines, offer the Property for rent ...to any Qualified Occupant. (3.6)” The Guidelines do not contradict this. So, under the existing restriction and policies, the owner is able to specify the renter. Looking forward, there are Category 6 ownership applicants on the waitlist whose household size falls within the recommended number of occupants (two to four).

Since this request will be annual given the owner’s need to be in a warmer climate for six months a year, staff recommend approving the rental with the following condition:

1. Owner must voluntarily work with BCHA next summer to sell her unit to a Qualified Owner with an appropriate household size, from BCHA’s waitlist, unless her circumstances or condition have changed.

Attachments:

1. Prudence Hemming’s Exception Request, July 31, 2023 and November 29, 2021
2. Letter from doctor confirming medical need, August 3, 2023
3. Prudence Hemming’s Notice of Intent to Rent, July 29, 2023
4. Prudence Hemming’s Notice of Intent to Rent, November 29, 2021

Monday, July 31, 2023

## Request for BCHA exception

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Property owner Name: Prudence J Hemmings  
Community Housing address: 110 Lindsay Circle, 2B, Ketchum, ID 83340

I am requesting an exception to the BCHA guidelines for owners of community housing units, as I have developed \_\_ (a medical condition)--and my doctors have advised me to be in a warmer climate than Idaho, during the winter months of 2023/24. I have asked my doctors to send you confirmation of my condition and the need for this exception.

If granted this exception by the BCHA board, I plan to rent my apartment for 6 months, from the 13th September 2023 to 13th March 2024.

I have a potential renter, Bridget Cimino, who is on BCHA's list for housing, and who is willing to rent the apartment, fully furnished, for the 6 months specified above.

My costs monthly for the apartment are as follows:

Cost of Mortgage:	1023.19
Cost of HOA dues:	146.85
Cost of insurance:	85.00
Taxes:	94.00
Utilities: Elec:	110.00. (that will be paid by PJ Hemmings)
Wifi:	100.00. (that will be paid by PJ Hemmings)

Total housing cost:\$. 1559.00

I will complete a notice of intent to rent community housing and email it to BCHA.

Yours sincerely

Prudence J Hemmings



To: Blaine County Housing Authority.  
Attn: Ann Sandefer.

11/29/2021.

Dear Sirs,

I am requesting permission to rent my community housing unit for three months in 2022, from January thru March. I am requesting this permission because I have an

been advised to spend the worst winter months somewhere warm. I am therefore planning to be away from Ketchikan for three months and hope you will allow me to try to rent my apartment during that time, as I will be having to pay to live elsewhere and cannot afford to be paying for two living spaces!

Yours sincerely

Pam Hemmings

ENC:



August 3, 2023

Prudence Hemmings  
Po Box 5836  
Ketchum ID 83340-5836

To whom it may concern:

Prudence is a patient of mine in the \_\_\_(medical branch)\_\_\_ and I am writing this letter on her behalf. Due to Prudence's \_\_\_\_\_(condition)\_\_\_ I recommend that she spend winter seasons in warmer weather and at sea level.

Please feel free to contact my office at 801-585-3882 if I can be of further assistance in this matter.

Sincerely,

**Electronically signed by**  
Mary Beth Scholand, MD

(208) 788 6102



# BLAINE COUNTY HOUSING AUTHORITY

## Notice of Intent to Rent Community Housing and Rental Pricing Agreement (Rental by a Community Homeowner)

- 1. Property Owner(s) Name: PRUDENCE J HEMMING
- 2. Community Housing Address: 110 LINDSAY CIRCLE 2B KETCHUM ID. 83340

3. The Owner understands that The Blaine County Housing Authority (hereinafter "Housing Authority") is not acting as a real estate broker in the rental of the subject Community Housing. The Housing Authority represents neither the Owner nor the tenant and is acting solely in the interest of the Housing Authority in furtherance of the goals expressed in the Housing Guidelines and in accordance with the Deed Covenant on the Community Housing which Owner has executed in conjunction with the rental of the Community Housing. The Owner is encouraged to seek the advice of competent professionals to represent the Owner's interests.

4. The Owner hereby requests the Housing Authority to approve the rental of the Community Home referenced above as allowed in Section 4(E) Long-Term Rental Options for Owners of Community Housing or Section 5(E)(9)&(10) Additional Information Related to the Sale of Community Housing by a Community Homeowner and in conformity with the requirements thereto.

5. The Owner will identify a potential Qualified Occupant to be qualified by the Housing Authority. If the candidate is successfully qualified by the Housing Authority, the Owner and Qualified Occupant shall enter into a lease agreement pursuant to the terms set forth in the Deed Covenant on the Community Home, or if there are no such provisions, upon terms approved by the Housing Authority. Owner shall respond to a reasonable request for information regarding the negotiations with tenants and shall provide the Housing Authority with copies legal documentation upon execution.

6. The Rental Rate charged shall be approved by BCHA and shall be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.

7. If an Income Category is not enumerated in the Deed Covenant, the rent shall be established at a rate that is no greater than the "Owner's Cost". "Owner's Cost" shall include the monthly mortgage principal and interest payment, plus condominium/homeowner's association fees, plus utilities remaining in owner's name, plus property taxes and insurance prorated on a monthly basis, plus \$20 per month.

8. Owner certifies to the Housing Authority the Housing Costs borne by the Owner as represented by the amounts set forth below:

Cost of Mortgage	\$ 1023.19 pm
Cost of HOA Dues	\$ 146.85 pm
Cost of Insurance	\$ 85.00 pm
Taxes (if not included in mortgage)	\$ 94.00
Utilities (that will be paid by owner)	\$ 110.00 (est)
Other ownership costs	\$ <del>100.00</del>
<b>Total Housing Costs</b>	<b>\$ 1659.04</b>

(est) ~~100.00~~ + 5.00

Note: Owner shall provide documentation to BCHA to verify the costs listed above. The deed covenant does not allow a community homeowner to rent their unit in an amount greater than the cost of ownership regardless of rental rates in the Guidelines.

9. The Community Home shall be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the Home permit the rental. Any prospective Tenant must be qualified by BCHA prior to execution of a lease. A lease shall contain the following provisions:
- (a) Any lease longer than one (1) year in duration must include a reasonable buy out provision for the Tenant;
  - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner shall give the Tenant a minimum of ninety (90) days' notice prior to the conclusion of any lease or lease extension, including leases on a "month to month" term;
  - (c) No initial lease term may be for fewer than four (4) months: **(3 MONTHS)**
  - (d) BCHA shall annually re-certify the Tenant as outlined in Section 3(C)&(D).
10. If Owner has chosen to utilize the services of a licensed real estate broker, Owner shall within 3 business days of execution of this Agreement, provide Housing Authority with a copy of the executed listing agreement (on forms approved by the Idaho Real Estate Commission) and a letter from said broker acknowledging that broker has reviewed and understands the restrictions placed on the rental of the Community Housing by the Housing Guidelines and the Deed Restriction. Any fees paid to such broker are the sole responsibility of Owner and shall not increase the monthly rent of the Home nor reduce the Administration Fee due to the Housing Authority.
11. Owner, by Owner's signature below, represents and warrants to Housing Authority that Owner will in good faith do and perform all actions and execute all agreements necessary to consummate the rental of the referenced Community Housing, at no more than the Net Rent Rental Rates noted above, to a tenant qualified in accordance with the Housing Guidelines and the Deed Covenant on the property. Owner and Housing Authority hereby agree to use the form of lease set forth in **Exhibit "A"** attached hereto.
12. If Owner has chosen not to utilize the services of a licensed real estate broker, the Owner and Housing Authority acknowledge and agree that this Agreement will take the place of the "listing agreement on forms approved by the Idaho Real Estate Commission" if such form is referenced by the Deed Covenant on the subject property.
13. Name of Owner's Real Estate Brokerage and Agent:

-OR- Owner's initials below indicate that Owner has chosen not to utilize the services of a real estate broker in this transaction and will market the property directly to potential tenants selected in accordance with the Housing Guidelines and Deed Restriction.

PH  
Owner's Initials

\_\_\_\_\_  
Owner's Initials

14. This Agreement shall expire upon the earlier of: (a) 180 days from mutual execution of this Agreement, or (b) the date of execution of the final approved lease for the rental.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT.

Owner: PRUDENCE J HEMMINGS

Housing Authority:  
BLAINE COUNTY HOUSING AUTHORITY

By: [Signature]

By: \_\_\_\_\_  
Executive Director, BCHA

Date: 7/29/23

Date: \_\_\_\_\_





# BLAINE COUNTY HOUSING AUTHORITY

## Notice of Intent to Rent Community Housing and Rental Pricing Agreement *(Rental by a Community Homeowner)*

- Property Owner(s) Name: PRUDENCE J HEMMINGS
- Community Housing Address: 110 LINDSAY CIRCLE 2B, KETCHUM ID. 83340
- The Owner understands that The Blaine County Housing Authority (hereinafter "Housing Authority") is not acting as a real estate broker in the rental of the subject Community Housing. The Housing Authority represents neither the Owner nor the tenant and is acting solely in the interest of the Housing Authority in furtherance of the goals expressed in the Housing Guidelines and in accordance with the Deed Covenant on the Community Housing which Owner has executed in conjunction with the rental of the Community Housing. The Owner is encouraged to seek the advice of competent professionals to represent the Owner's interests.**
- The Owner hereby requests the Housing Authority to approve the rental of the Community Home referenced above as allowed in Section 4(E) Long-Term Rental Options for Owners of Community Housing or Section 5(E)(9) & (10) Additional Information Related to the Sale of Community Housing by a Community Homeowner and in conformity with the requirements thereto.
- The Owner will identify a potential Qualified Occupant to be qualified by the Housing Authority. If the candidate is successfully qualified by the Housing Authority, the Owner and Qualified Occupant shall enter into a lease agreement pursuant to the terms set forth in the Deed Covenant on the Community Home, or if there are no such provisions, upon terms approved by the Housing Authority. Owner shall respond to a reasonable request for information regarding the negotiations with tenants and shall provide the Housing Authority with copies legal documentation upon execution.
- The Rental Rate charged shall be approved by BCHA and shall be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.
- If an Income Category is not enumerated in the Deed Covenant, the rent shall be established at a rate that is no greater than the "Owner's Cost". "Owner's Cost" shall include the monthly mortgage principal and interest payment, plus condominium/homeowner's association fees, plus utilities remaining in owner's name, plus property taxes and insurance prorated on a monthly basis, plus \$20 per month.
- Owner certifies to the Housing Authority the Housing Costs borne by the Owner as represented by the amounts set forth below:

Cost of Mortgage	\$	1023.19
Cost of HOA Dues	\$	146.85
Cost of Insurance	\$	85.00
Taxes (if not included in mortgage)	\$	94.00
Utilities (that will be paid by owner)	\$	100.00
Other ownership costs	\$	200.00
<b>Total Housing Costs</b>	<b>\$</b>	<b>1659.04</b>

Cat. 6

Cleaning Carpets  
w/ f: \$100.99

Note: Owner shall provide documentation to BCHA to verify the costs listed above. The deed covenant does not allow a community homeowner to rent their unit in an amount greater than the cost of ownership regardless of rental rates in the Guidelines.

9. The Community Home shall be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the Home permit the rental. Any prospective Tenant must be qualified by BCHA prior to execution of a lease. A lease shall contain the following provisions:
  - (a) Any lease longer than one (1) year in duration must include a reasonable buy out provision for the Tenant;
  - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner shall give the Tenant a minimum of ninety (90) days' notice prior to the conclusion of any lease or lease extension, including leases on a "month to month" term;
  - (c) No initial lease term may be for fewer than four (4) months;
  - (d) BCHA shall annually re-certify the Tenant as outlined in Section 3(C)&(D).
10. If Owner has chosen to utilize the services of a licensed real estate broker, Owner shall within 3 business days of execution of this Agreement, provide Housing Authority with a copy of the executed listing agreement (on forms approved by the Idaho Real Estate Commission) and a letter from said broker acknowledging that broker has reviewed and understands the restrictions placed on the rental of the Community Housing by the Housing Guidelines and the Deed Restriction. Any fees paid to such broker are the sole responsibility of Owner and shall not increase the monthly rent of the Home nor reduce the Administration Fee due to the Housing Authority.
11. Owner, by Owner's signature below, represents and warrants to Housing Authority that Owner will in good faith do and perform all actions and execute all agreements necessary to consummate the rental of the referenced Community Housing, at no more than the Net Rent Rental Rates noted above, to a tenant qualified in accordance with the Housing Guidelines and the Deed Covenant on the property. Owner and Housing Authority hereby agree to use the form of lease set forth in **Exhibit "A"** attached hereto.
12. If Owner has chosen not to utilize the services of a licensed real estate broker, the Owner and Housing Authority acknowledge and agree that this Agreement will take the place of the "listing agreement on forms approved by the Idaho Real Estate Commission" if such form is referenced by the Deed Covenant on the subject property.
13. Name of Owner's Real Estate Brokerage and Agent:

-OR- Owner's initials below indicate that Owner has chosen not to utilize the services of a real estate broker in this transaction and will market the property directly to potential tenants selected in accordance with the Housing Guidelines and Deed Restriction.

  
Owner's Initials

\_\_\_\_\_  
Owner's Initials

14. This Agreement shall expire upon the earlier of: (a) 180 days from mutual execution of this Agreement, or (b) the date of execution of the final approved lease for the rental.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT.**

Owner:

PRUDENCE J HEMMINGS

Housing Authority:

BLAINE COUNTY HOUSING AUTHORITY

By: 

By: \_\_\_\_\_  
Executive Director, BCHA

Date: 11/29/21

Date: \_\_\_\_\_



JOHN DAVID DAVIDSON  
 BLAINE COUNTY TREASURER/TAX COLLECTOR  
 219 FIRST AVENUE SOUTH, SUITE 102  
 HAILEY, ID 83333  
 Phone: 208-788-5530 Fax: 208-788-5534

Treasurer Information for Parcel Number: RPK094600002B0

For More Information Please Contact the Treasurer at 208-788-5530

If delinquent, contact Treasurer for amount due.

Year	Base Amount Taxes	1st Half Status	2nd Half Status
2021	\$842.02	Due December 20th	Due June 20th
2020	\$1,137.00	Paid Current	Paid Current
2019	\$1,059.98	Paid Current	Paid Current
2018	\$990.50	Paid Current	Paid Current
2017	\$1,023.82	Paid Current	Paid Current
2016	\$1,067.88	Paid Current	Paid Current
2015	\$1,130.58	Paid Current	Paid Current
2014	\$1,244.58	Paid Current	Paid Current
2013	\$1,310.82	Paid Current	Paid Current
2012	\$1,210.20	Paid Delinquent	Paid Current
2011	\$1,068.04	Paid Delinquent	Paid Current
2010	\$909.86	Paid Current	Paid Current
2009	\$104.28	Paid Current	Paid Current
2009	\$203.90	Paid Current	Paid Current

$$842 \div 12 = 70.17$$

Furnished  
 Cleaning Person

Leaving on Jan 4<sup>th</sup>



**BLAINE COUNTY  
HOUSING AUTHORITY**

**BOARD MEETING AGENDA MEMO**

Meeting Date:  Staff Member:

Agenda Item:

Recommended Motion:

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

Attachments:

- |  |
|--|
| <input type="text" value="1. Resolution No. 2023-05"/>                               |
| <input type="text" value="2. BCHA Community Housing Guidelines, Adopted June 2023"/> |

**RESOLUTION No. 2023-05**

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 RECORDING OF THE BLAINE COUNTY HOUSING AUTHORITY COMMUNITY HOUSING  
ADMINISTRATIVE GUIDELINES

WHEREAS, the BCHA administrative staff have developed a set of BCHA Community Housing Guidelines;  
and

WHEREAS, the purpose of the BCHA Community Housing Guidelines is to define and describe the process of renting, purchasing, or selling Community Homes within Blaine County; assisting government staff, the development community, applicants, and the public in understanding the priorities for and processes governing Community Housing development and administration in Blaine County; supporting the attainment of BCHA goals and supplementing land use and building codes used by the County and Cities; and assisting in the review of land use applications, establishment of affordable rental rates and sales prices, establishment of criteria for admission and occupancy, and development and prioritization of current and long-range community housing programs; and

WHEREAS, the BCHA administrative staff prepared and presented to the BCHA Board for its review and approval an updated version of BCHA Community Housing Guidelines; and

WHEREAS, the BCHA Board reviewed the updated guidelines and adopted the guidelines as BCHA's exclusive community housing guidelines on June 14, 2023; and

WHEREAS, BCHA administrative staff have determined, and sought confirmation of said determination by legal counsel, that recording the updated BCHA Community Housing Guidelines is a necessary and beneficial action warranting the approval and authorization of the BCHA Board; 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 request to record the BCHA Community Housing Guidelines as adopted by this Board on June 14, 2023, set forth in Exhibit A, attached and incorporated herein, and directs the Executive Director to proceed with the recording of the BCHA Community Housing Guidelines as set forth in this Resolution.

*[This space left intentionally blank]*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

\_\_\_\_\_

\_\_\_\_\_

Executive Director

Vice Chair

When Recorded Return To:  
Blaine County Housing  
Authority  
P.O. Box 4045  
Ketchum, ID 83340

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**BLAINE COUNTY HOUSING AUTHORITY**

**Community Housing  
Administrative Guidelines  
Adopted June 14, 2023**



# 2023 Community Housing Administrative

## Guidelines

### Outline of Sections

#### **Section 1 Introduction**

- A. Mission Statement
- B. Purpose of Guidelines
- C. Role of the Blaine County Housing Authority
- D. Authority of Blaine County Housing Authority
- E. Income Category Chart
- F. Definitions

#### **Section 2 Qualifying to Rent or Purchase**

- A. Basic Qualifications for the Rental or Purchase of Community Housing with an Income Category Deed Covenant
- B. Applying for Rental or Purchase of a Community Home
- C. Verifying Application Information
- D. Process for Matching Applicants to Available Community Housing

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- A. Procedures for the Rental of an Income Category Deed Restricted Community Home
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- D. Ongoing Obligations/Requirements for Community Home Ownership
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- A. Deed Covenants
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- C. Procedure
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## Section 1. Introduction

### A. Mission Statement

The Blaine County Housing Authority’s mission is to advocate for, promote, plan, and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County to maintain an economically diverse, vibrant, and sustainable community.

### B. Purpose of Guidelines

1. The purpose of these Guidelines is to define and describe the process of renting, purchasing, or selling Community Homes within Blaine County. They are intended to assist government staff, the development community, applicants, and the public in understanding the priorities for and processes governing Community Housing development and administration in Blaine County. The Guidelines do not replace professional guidance available from the Blaine County Housing Authority (BCHA) staff.
2. These Guidelines are intended to support the attainment of BCHA goals and to supplement land use and building codes used by the County and Cities. The Guidelines should be used to review land use applications, to establish affordable rental rates and sales prices, to establish criteria for admission and occupancy, and to develop and prioritize current and long-range community housing programs.
3. These Guidelines may be reviewed and updated from time to time.
4. In the event of any conflict between guidelines and the deed covenant, the deed covenant will prevail.

### C. Role of The Blaine County Housing Authority

The role of BCHA, as determined by BCHA’s Creating Resolution, are to:

1. Qualify Applicants for Community Housing using the criteria set forth in these Guidelines and maintaining an Applicant Database of those persons eligible to rent or purchase Community Homes.
2. Match qualified Applicants with available Community Homes.

3. Monitor compliance with and enforcement of these Guidelines and deed covenants.
4. Develop the criteria by which Community Housing is located, designed, developed, and price of Community Housing.
5. Review and provide recommendations on proposed Community Housing in Blaine County and its municipalities in accordance with these Guidelines and BCHA adopted criteria.

**D. Authority of the Blaine County Housing Authority**

1. BCHA is an independent public body, corporate and politic created by Blaine County and has all the powers and authority bestowed upon a housing authority pursuant to Title 31, Chapter 42 and Title 50, Chapter 19, Idaho Code.

**E. Income Category Chart**

**Household Income Categories by Area Median Income (AMI).**

Income Category	Percentage of Area Median Income
1	Less than 50%
2	50% to 60%
3	60% to 80%
4	80% to 100%
5	100% to 120%
6	120% to 140%
L	No Income Limit but must be a full-time resident of Blaine County.

\*For Income Categories greater than 6, the household may be classified as “Category L” which is housing that may be offered to the full-time residents and employees of Blaine County.

**F. Definitions**

1. **Administration Fee** – The fee charged by BCHA in connection with a completed purchase and sale transaction or a rental lease transaction as compensation for the creation of and monitoring compliance with the deed covenants of Community Housing.
2. **Applicant/Applicant Household** – Persons or households that have completed the BCHA application process to obtain, either through purchase or rental, a Community Home or other housing administered or managed by BCHA.

3. **Applicant Database** – The official BCHA record of persons who have completed the BCHA application process for the rental or purchase of housing subject to a deed covenant (or other housing managed or administered by BCHA).
4. **Applicant Pool** – Applicants selected from the Applicant Database and matched to a specific property for consideration to either rent or purchase that property.
5. **Appreciation** - proceeds to the selling Owner after deducting the following from the Actual Sales Price: (i) the purchase price paid by the selling Owner; (ii) reasonable and customary escrow and closing costs (including taxes and assessments); (iii) a reasonable real estate sales commission not to exceed six percent (6%) of the Actual Sales Price, (iv) the administrative fee due to BCHA pursuant to Section 4 below, and (v) the cost of Approved Capital Improvements.
6. **Assets** - Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others.
7. **Capital Improvements** - Unless otherwise defined in the Deed Covenants on the Community Housing unit, any fixture erected as a permanent improvement to real property that enhances the value of the property, excluding repair, replacement, maintenance costs, and standard depreciation when applicable.
8. **Community Housing/Home** - Dwelling units, for sale or rent, restricted typically via deed covenant for households meeting assets, income and/or minimum occupancy guidelines approved by BCHA.
9. **Deed Covenant** - A legally enforceable provision in a deed restricting use, occupancy, alienation, and other attributes of real property ownership or imposing affirmative obligations on the owner or renter of the real property.
10. **Disabled Person/Dependent** - A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990.
11. **Employee Housing** - Housing which is required to be developed in conjunction with an organization and is intended for rental by the employees of the enterprise.
12. **Full Time Employee** - A person who is employed by one or more Blaine County Employers and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year. Breaks in employment which do not disqualify applicants include temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training.
13. **Fixture** - Personal property which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property.
14. **Grievance** - Any dispute that an applicant, purchaser, seller, or tenant may have with BCHA with respect to action or failure to act in accordance with the complainant's rights, duties, welfare, or status under these Guidelines.

15. **Gross Income** - The total income derived from a business, trust, employment, and income-producing property, before deductions for expenses, depreciation, taxes, and similar allowances. Gross Income must also include alimony, child support, retirement pension, and social security benefits.
16. **Gross Rental Rate** - The total cost (including but not limited to utilities, management fees, taxes, dues, snow removal, HOA fees, etc.) charged to a qualified renter of a community home.
17. **Household** - All individuals who are or may intend to occupy the Community Home.
18. **Household Income** – The total Gross Income of all individuals who are or may be occupying the Community Home. Gross income of self-employed households is the gross business income less IRS approved business expenses.
19. **Income Category** – The classification of annual income based upon household size as a percentage of the Area Median Income determined by BCHA.
20. **Joint Tenancy** – ownership of real property by two (2) or more persons, each of whom has an equal undivided interest in the property with the right of survivorship.
21. **Liabilities** - Monetary obligations and debts owed to someone by an individual.
22. **Livable Square Footage** - The interior area of a building measured interior wall to interior wall (i.e., “paint-to-paint”), including all interior partitions, habitable basements, interior storage areas, closets, and laundry area, and excluding uninhabitable basements, mechanical areas, exterior storage areas, stairwells, garages (either attached or detached), patios, decks, and porches.
23. **Local** – As it relates to Community Housing, is an individual, employed, retired, or disabled, who resides within Blaine County.
24. **Local Employer** - A business whose business activity is located within Blaine County and whose business employs persons within Blaine County.
25. **Maintenance and Repair** – Work done that keeps your property in a normal efficient operating condition.
26. **Maximum Sale Price** – The allowable sale price of a Community Home as provided to owners by BCHA or subsequent sales, as set forth in the applicable Deed Covenant.
27. **Net Worth/Household Net Worth** - Combined net worth (all assets minus all liabilities) of all individuals who may be occupying the Community Home. Retirement accounts may be reviewed on a case-by-case basis to determine whether they must be included in the net worth calculation.
28. **Primary Residence** - The sole and exclusive place of residence.
29. **Retired Person** – A person who
  1. has (i) resided in or (ii) was either self-employed full-time or was a Full-Time Employee in Blaine County, Idaho, for not less than ten (10) out of the twenty-five

- (25) years prior to the date of qualification.
2. Must not have a Net Worth (as such term is defined in Generally Accepted Accounting Principles) in excess of the maximum allowed by the annual HUD Net Worth allowance as found on the BCHA website; and
  3. does not own any other developed residential real property or dwelling units in Blaine County, Idaho, or anywhere else in the United States of America.
30. **Retirement Age** – 62 years of age.
31. **Special Applicant Pool** – A waiting list for a development that intends to house a specific population (i.e., Employees)
32. **Special Review for Exceptions** - A review of a petition to waive the provision of these Guidelines due to special circumstances.
33. **Tenant** - A person who is leasing or has leased a Community Home that is subject to these Guidelines, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Guidelines.
34. **Workforce Housing** – Units that are deed restricted and owned by specific employers.

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## 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.



## B. Applying for Rental or Purchase of a Community Home

### 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,

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.

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### Section 3. Renting Community Housing

All Applicants interested in renting Community Housing must submit a General Application for Community Housing to BCHA (See Section 2, “Qualifying to Rent or Purchase Community Housing”). BCHA is the “qualifying agent” charged with providing landlords of Community Housing with a list of qualified potential renters and with facilitating the rental of a Community Home. An administrative fee, as set by the Board, may be charged to the landlord/owner for these services.

#### A. Procedures for the Rental of an Income-restricted Deed Restricted Community Home

1. Each Community Home is designated for occupancy by residents within a certain Income Category. Thus, only those Applicants with incomes at or below the Income Category of the available rental may be eligible.
2. Once BCHA has received a Notice of Intent to Rent from the owner of rental Community Housing, BCHA may identify the top three (3) qualified applicants and present them to the owner for his or her selection for tenancy. (NOTE: In matching an Applicant to a specific Community Home, BCHA may present a “candidate” pool to the landlord or landlord’s agent, based upon Income Category, affordability in relation to income and household size, length of time in the BCHA database, and location preference as given by the applicant.)
3. The final determination and offer of tenancy to one of the three (3) qualified applicants is the decision of the owner, not BCHA. It is, however, expected that the owner will follow all Fair Housing Laws in their selection of the tenant. Candidates who are not selected will not lose their position within the BCHA Database.
4. An Applicant who is selected to rent a Community Home, but who is unable to take the Home, may not lose their position within the BCHA Database for future available Community Housing unless an Applicant has been previously selected to rent a Community Home and has rejected an offer to rent two (2) times. After the third refusal to rent, the Applicant’s initial application date may be adjusted to be effective as of the date of the third refusal to rent.

## B. Ongoing Obligations/Requirements for Renting Community Housing

Once an Applicant secures a rental Community Home through BCHA, the landlord must file a copy of the executed lease with BCHA. The lease must contain the following provisions:

1. Beginning and end dates of the lease.
2. Names of all unit occupants.
3. Security deposit amount and fees.
4. Rent amount and how/where to be paid.
5. Owner's right of entry.
6. Repairs and Maintenance.
7. What utilities are paid by the tenant.
8. What appliances are provided by the landlord.
9. Tenant Requirements.
10. If the Tenant accepts permanent employment outside of Blaine County or resides in the Home fewer than nine (9) out of any twelve (12) months, the Tenant must be deemed to have ceased to use the Home as a Primary Residence and must be required to relinquish the Community Home.
11. A disclosure that Tenants must be re-certified for each year of the lease term.
12. An Acknowledgement and Acceptance of BCHA terms and conditions governing the rental of Community Housing executed by the Tenant.
13. The Tenant must use the Home as their Primary Residence.
14. All leases must be for a 12-month period.

## C. Annual Re-Certification to Rent Community Housing

1. The eligibility of Tenants to lease and occupy Community Housing must be reviewed and verified annually (i.e., re-certified) to ensure that they meet minimum residency and income category requirements under BCHA Guidelines that are in force at the time of the review. BCHA may charge the landlord an annual renewal fee as set by the Board.
2. To assist in this re-certification process, BCHA may send a Rental Renewal Approval Notice to Tenants with instructions for re-certification.
3. The Tenant must, within 10 business days of receipt, submit to the BCHA:
  - (a) The completed Form with updated information
  - (b) A copy of the Tenant's previous 2 months paystubs
  - (c) A copy of the Tenant's most recent tax return
4. Concurrently with the Notice to the Tenants, the BCHA may send a Rental Renewal Notice to the landlord to verify rent, utilities, and lease dates. The landlord must submit the requested information and a copy of the new lease, to the BCHA within 10 business days of receipt of the Rental Renewal Notice. The renewed lease must be for an additional 12 months. Month to month leases are not allowed.

5. Should the landlord pursue a just cause non-renewal, documentation must be provided to BCHA.

#### D. Exceeding Income Limits at Re-Certification

If, upon review and re-certification, BCHA determines that the Tenant no longer meets the minimum Income Category requirements (up to a maximum of 2 income categories over deed restriction category), the Tenant may continue to rent and occupy the Community Home. With an income increase at 1 category higher than their original income, the tenant will pay the same rent rate. When the tenant achieves an income increase that is 2 categories above their income at intake, the tenant may remain in place for up to twelve (12) additional months at the rent rate increased to their new income category. The original rent amount will be paid to the landlord and the difference between the categories will be paid to the BCHA Housing Fund. During these twelve (12) months' times, the BCHA team may work with the tenant to identify alternate housing.

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## Section 4. Purchasing Community Housing

All persons interested in purchasing either Income Category or Workforce Housing must submit the appropriate Application to BCHA, provide proof of completion of the Homebuyer Education Course, and receive as applicable, a Letter of Eligibility or a Letter of Qualification.

### A. Procedures for the Purchase of a Deed Covenant Community Home (including Workforce Market Deed Restricted Homes) subject to an Income Category

- 1) Some Community Homes are designated for occupancy by residents within a certain Income Category. Only those Applicants with incomes within the specified Income Category may be eligible for those homes. In matching an Applicant to a specific Home, BCHA may employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(C) of these Guidelines.
- 2) In all cases, BCHA is the qualifying agent charged with providing a list of potential qualified purchasers of Community Housing to the Seller.
- 3) BCHA may notify each qualifying applicant within the applicant pool, in order of application date and time, to determine their interest in the available Home. The order of date and time may also be followed in applicant selection. The applicant may be asked to provide a loan pre-approval letter as well as a statement of income. This information may all be verified and accepted by BCHA. Once the selection criteria are met, the Applicant(s) may have opportunity to accept or deny the offer. If the Applicant denies, the BCHA team may contact the next qualified applicant in the pool. This process may continue until an applicant accepts the offer. When an Applicant is matched to a Community Home, the Applicant may be required to sign documents necessary to permit BCHA to obtain a copy of the completed loan application, including analysis of income, assets, and debt, submitted to the lender.
- 4) If an Applicant fails to secure financing for that Home in the time allowed (as determined by the purchaser and the lender), that Applicant may be eliminated from consideration for purchase of that Community Home but may not lose their position on the waiting list and consideration for future available Homes.
- 5) An Applicant may, but is not required to, engage the services of a licensed Real

Estate Broker in the transaction. Any fees charged by the Real Estate Broker must be the responsibility of the Applicant.

- 6) Any co-ownership interest other than Joint Tenancy or Tenancy in Common must be approved by BCHA. Co-signers may be approved for ownership of the Community Home but may not jointly occupy the Community Home unless qualified by BCHA. No person may own more than one home either as a sole owner or as a Joint Tenant or Tenant In Common. Co-signed loans may not be allowed.
- 7) Each purchaser is required to sign an acknowledgment and acceptance of the Deed Covenant or the Workforce Market Deed Covenant.

#### B. Reserving a Newly Constructed Community Home

BCHA may use all reasonable efforts to show newly constructed Community Housing to Applicants prior to the issuance of the certificate of occupancy. A qualified Applicant who is successfully matched with a Community Home may be given the opportunity to enter into a Reservation Agreement for that Community Home. Upon the filing of the final plat the Reservation Agreement may be converted to a Purchase and Sale Agreement in accordance with the terms of the Reservation Agreement.

#### C. Special Applicant Pool for a Particular Community Housing Development

- 1) Some Community Homes are constructed by or made available by a government agency or by a private developer for a particular group of employees (e.g. Blaine County School District). In those instances, a Special Applicant Pool may be established for that development. When a Community Home in such a development becomes available for sale or re-sale, BCHA may first use the Special Applicant Pool for that development to find qualified buyers.
- 2) BCHA may employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(D) of these Guidelines with special prioritization as may be requested by the developer and approved by BCHA. Special prioritization may include the current employees of an employer, a local employee preference, among other things.
- 3) Special prioritization must not be given based on race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status, except as allowed when participating in a federal program that prioritizes senior citizens, disabled persons, or veterans in its housing programs. This Special Applicant Pool may also be open to people moving into the area, as determined by the development.
- 4) The procedure for qualifying an applicant from a special applicant pool must follow the same procedures as outlined in Section 4(A) with the addition prioritizations, as described in Section 4(C)(1)-(3) (above).
- 5) Should the Special Applicant Pool for Community Housing in a Particular Development be exhausted, without a Community Home being sold, it may be offered to a general Applicant Pool as outlined in Section 4(A).

#### D. Ongoing Obligations/Requirements for Community Home Ownership

Once an Applicant successfully purchases a Community Home through BCHA, a copy of the executed Purchase and Sale Agreement and closing documents must be filed with BCHA. The Applicant/Applicant Household must use the Community Home as their Primary Residence, comply with all provisions of the applicable Deed Covenant, and must adhere to the following additional requirements.

- 1) The owner must complete and submit to BCHA the annual compliance monitoring form. The owner must provide the list of capital improvements, along with receipts, to BCHA at each annual compliance. If these improvements are not reported by the annual compliance monitoring each year, the owner will not be given credit for the improvement.
- 2) The owner must cooperate with BCHA on regular review of property condition and maintenance issues to ensure compliance with provisions of the Deed Covenant. This may require a tour of the property by BCHA staff and an inspector, should staff desire. Deferred maintenance may result in the inability to realize the maximum sale price allowable by the Deed Covenant.
- 3) The owner must not offer any portion of the home as a short-term or vacation rental.
- 4) The owner and household members must not acquire new residential real estate (excluding shared inheritance).
- 5) The Homeowner's Exemption must be utilized on the community home.
- 6) The owner may not offer any portion of the home as a long-term rental without the prior approval of BCHA, as outlined in Section 4(E)(below).

#### E. Long-Term Rental Options for Owners of Community Housing

- 1) If an owner of a Community Home desires to rent the Home during an absence, the owner must provide a letter to BCHA detailing the need for the request (illness, education, etc.) and requesting permission to rent the home at least thirty (30) days prior to leaving.
- 2) The leave of absence may be for up to one year.
- 3) The Rental Rate charged must be approved by BCHA and must be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.
  - (a) The Community Home must be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the home permit the rental. Any prospective Tenant must be qualified by BCHA *prior* to execution of a lease. A lease must contain the following provisions:
    - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner must give the Tenant a minimum of thirty (30) days' notice prior to the conclusion of any lease.
    - (c) No initial lease term may be for fewer than 90 days and no more than 1 year. The lease



is non-renewable.

- 4) A copy of the executed lease must be furnished by the owner or tenant to BCHA.
- 5) The owner must provide the tenant with the HOA rules. The owner is responsible for enforcement of the HOA rules.
- 6) If the Community Home has income restrictions, the rent rate is determined by the Income Category rent rate. If there is no income restriction present, the rent rate is determined by Category L guidelines.

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### Section 5. Selling Community Housing

Every sale of a Community Home must comply with the deed covenant. BCHA may identify qualified purchasers but does not guarantee the sale of the home.

#### A. Deed Covenants

Each purchaser must execute, in a form provided by BCHA and for recording with the Clerk's Office of Blaine County, concurrent with the closing of the sale, a document acknowledging the purchaser's agreement to be bound by the recorded deed covenant covering the Community Home and these Guidelines.

#### B. Fees

##### 1) Income -restricted Community Homes:

Unless otherwise instructed by BCHA staff, the seller must pay a non- refundable prepayment of \$500.00 to BCHA at the time the owner delivers the signed Notice of Intent to Sell to BCHA. This amount may be deducted from the total Administration Fee due to BCHA at closing. This fee may offset costs of radon testing and a home inspection. The home inspection may be critical in calculating the maximum sale price of the home.

At the closing of the sale of the income restricted home, the seller must pay BCHA an Administration Fee equal to three percent (3%) of the sale price or the amount stated in the Deed Covenant if it is less than three percent (3%). The requirement to pay this fee is contained in the Deed Covenant. BCHA may instruct the title company to pay this fee to BCHA out of the funds held for the seller at the closing. However, if the home is sold in less than five (5) years of purchase, the percentage may be greater than 3%. The Fee amount is identified in the deed.

##### 2) Workforce Market Community Homes:

At closing of the sale, the seller must pay BCHA a fee as set forth in the deed covenant in the Notice of Intent to Sell.

## C. Procedure

The staff members and board of Commissioners of BCHA are not acting as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests. BCHA may treat every purchaser and seller of Community Housing with fairness in accordance with these Community Housing Guidelines and will prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.

### 1) Prior to Selling Notifying BCHA of Intent to Sell

- a) A Community Homeowner interested in selling their Community Home must:
  - i. meet with BCHA staff and review the Deed Covenant to determine the maximum sales price permitted and other applicable provisions concerning a sale. A home inspection will be conducted to determine the good upkeep of the home. The sale price may not include carryover for improvements completed by the previous owner. The Deed Covenant, Home Inspection, and Section 7 of these Guidelines are used to determine the pricing of “for-sale” Community Housing. Owners should contact BCHA early in the process so that BCHA can properly determine the interest level of Applicants; and
  - ii. Execute and deliver to BCHA a “Notice of Intent to Sell” in the form provided on BCHA’s website (or requested by email). The selection of the purchaser and terms of the transaction may be as described in the Community Housing Guidelines in effect on the date BCHA receives the Notice of Intent to Sell.
- b) The selection of the purchaser, approval of the sale price, and the terms of the purchase and sale must be monitored and must be approved by BCHA.
- c) If BCHA receives a “Notice of Intent to Sell” from the owner, and the owner later fails to consummate a sale transaction, the owner must reimburse BCHA in accordance with Section 5(B)(above).
- d) If a real estate broker is used, the broker must, **prior to the execution of the listing agreement for the Community Home**, sign an acknowledgement and agreement with BCHA that the sale may be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Guidelines.
- e) If the seller consults with legal counsel, licensed real estate brokers, or such related services, the fees may be at the seller’s own expense. BCHA Administration Fees and other fees are to be paid regardless of any expenses incurred by the seller or

purchaser in connection with the sales transaction.

## 2) Selection of Purchaser and Solicitation of Offers

- a) After BCHA receives the “Notice of Intent to Sell” from the owner, BCHA may create an Applicant Pool for each Community Home to be offered, as outlined in Section 4(A).
- b) BCHA may notify each of the qualifying Applicants, beginning with the longest tenured Applicant, to determine their interest in the available Home. BCHA may coordinate with the Seller, Applicant, or their agents (if applicable) times for viewing the Community Home. Should no eligible applicant be found in the database, all applicants may be notified of the community home availability and its income category. If a waiting list applicant believes they now qualify for the income category indicated, they may contact BCHA for review of income.
- c) Once an Applicant has viewed the Home and is interested in purchasing the Home,
  1. The Applicant must ensure that all application information is updated and verified to the satisfaction of BCHA.
  2. If the selection criteria are met, the Applicant(s) may be given the opportunity to purchase the Home.  
The Applicant must ensure that all application information is current on an ongoing basis.
  3. Neither BCHA nor the Seller is obliged to delay the sale of a Community Home for more than five (5) business days to allow an Applicant to update his or her application information.
- d) An Applicant, selected under this procedure, will have five (5) business days from the date of being notified by BCHA to execute a Purchase and Sale Agreement for the Community Home.
  1. If the Applicant does not execute a Purchase and Sale Agreement within that time, the Applicant must forfeit their position in the Applicant Pool, and
  2. The next person in line in the Applicant Pool may be notified and so on, until the Community Home is under contract for purchase.
- e) If the Owner and Applicant cannot reach an agreement, the steps outlined in C (above) may be repeated with the next eligible applicant.

#### D. Additional Information Related to the Sale of Community Housing by a Community Homeowner.

- 1) BCHA, its staff and Board of Commissioners, do not act as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests in administering the Deed Covenant.
- 2) The Owner of a Community Home is responsible for the sale of the Community Home throughout the process.
- 3) Both the Owner and Purchaser are solely responsible for fees charged by their respective agents during and at the conclusion of the Community Home Sale Process.
- 4) Other Fees not charged by BCHA and not contemplated by this Section of the Community Housing Guidelines must not be incorporated into the Initial Purchase Price unless the total of those fees when added to the Purchase Price is less than the Maximum Resale Price listed in the Notice of Intent to Sell.
- 5) BCHA does not guarantee that a Community Homeowner may realize the maximum calculated resale price of the Community Home.
- 6) Not more than one Home may be owned by the same person (Applicant), either as a sole owner or as a Joint Tenant or Tenant-in- Common, nor may another member of an Applicant's Household own another Home.
- 7) If a Notice of Intent to Sell has been given to BCHA and the owner must relocate to another area before the Community Home has been sold, the home may, upon approval of BCHA, be rented to a qualified individual, in accordance with these Guidelines (See Sections 3 and 7) for a maximum period of two (2) years. Notice of the owner's intent to rent the Community Home should also be provided to any applicable homeowners' association at the time the rental request to BCHA is made. A letter requesting permission from BCHA to rent the Community Home until it is sold must be sent to BCHA before the home can be rented.
- 8) If an Owner wishes to lease the Community Home during the Community Home Sales Process, all Tenants must be qualified by BCHA and the Community Home must be leased pursuant to the terms set forth in the Deed Covenant on the Community Home or, if there are no such provisions in the Deed Covenant, upon terms approved by BCHA.
- 9) Each Tenant is entitled to a minimum six (6) month written lease that includes a move out clause with a sixty (60) day notification to the Tenant that the Community Home has been sold. A copy of the executed lease must be furnished by the owner to BCHA.

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Section 6. Reserved

## **Section 6. Reserved**

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### Section 7. Applicant Categories and Pricing

Income Categories are used by BCHA to determine the appropriateness of Community Housing development proposals in each location and to determine which Applicants must be considered for particular Community Homes. These Income Categories determined by BCHA are based on percentages of the Area Median Income (AMI) on an annual basis. A Household may purchase or rent a Community Home in a higher Income Category, but not in a lower Income Category. The Household Net Worth must not exceed the published allowable net worth specified for the Income Category. Current income limits and allowable net worth are available on BCHA’s website or by request.

**Table 7.1 Household Income Categories by Area Median Income (AMI).**

<b>Applicant Category</b>	<b>Percentage of Area Median Income</b>
1	Less than 50%
2	50% to 60%
3	60% to 80%
4	80% to 100%
5	100% to 120%
6	120% to 140%
Category Local	No Income Limit but must be a full-time resident of Blaine County

\*For Income Categories greater than 6, BCHA may recommend that proposed housing be classified as “Category L” which is housing that may be offered to the full-time residents and employees of Blaine County.

#### A. Calculation of Sales Prices for Existing Community Housing For Categories 1-6

- 1) Maximum sales prices are determined by BCHA based upon CPI and capital improvements, as defined by the deed covenant, made to the home. The price is calculated based upon the federal affordability calculation allowing thirty percent (30%) of Household Income to be allocated to monthly housing cost. The sales price for newly constructed/available Community Housing varies according to the Area Median Income in any given year and according to the calculation of the “maximum monthly housing cost.” “Maximum monthly housing cost” includes the following monthly payments:
  - a) Principal, interest, and mortgage insurance payment (if any) on first mortgage
  - b) Escrow payment of property taxes and property insurance
  - c) Land lease payments if any
  - d) Homeowners/condominium association fees if any
  - e) Utility costs

#### B. Calculation of Maximum Sales Price for Newly Constructed Community Homes

- 1) The maximum sales price is based on the minimum income of an Income Category to ensure that the price of a Community Home is affordable to every purchaser within that Income Category.
- 2) The amount is determined when BCHA performs a calculation utilizing a Community Housing Pricing Calculator

#### C. Maximum Monthly Gross Rental Rates for Community Housing

- 1) The maximum monthly gross rental rates for Community Housing are published by BCHA.
- 2) The latest maximum monthly gross rental rates can be found on BCHA’s website. These monthly Gross Rental Rates must be in effect for the term of the initial lease (twelve (12) month minimum). Thereafter, the maximum monthly gross rental rate can be adjusted in accordance with the published maximum monthly gross rental rates at the time of renewal.
- 3) The maximum monthly gross rental rates are based on an amount equal to or less than thirty percent (30%) of the Household Income per month. This gross rental rate figure includes utilities. Essential utilities include electricity, gas, water, sewer, trash and internet.
- 4) Please contact BCHA for a Utility Allowance Analysis based on each unit’s size, appliances, and heat source to get a net rental rate figure. The maximum Net Monthly Rent may be less than the published Monthly Gross Rental Rates.



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## Section 8. Procedures for Exceptions and Grievances

Situations may arise where a special review is appropriate to allow for exceptions to the application of these Policies, or to address grievances against BCHA for its actions or failure to act in accordance with these Policies. These two processes are described below:

### A. Request for an Exception

- 1) Exceptions to any provision of these Policies may be granted by the BCHA Board when, because of unique circumstances, the strict application of the policy places an undue hardship or burden on a particular Applicant, Tenant, or owner. An undue hardship or burden is not merely an inconvenience or issue of preference but must be burdensome or restrictive enough to create a significant difficulty or expense for the Applicant, Tenant, or Owner.
- 2) Any Applicant, Tenant, or Owner may file a request for an Exception with BCHA, in writing stating:
  - a) The Specific BCHA Policy or Policies which the Applicant, Tenant, or Owner is requesting waiver of or alteration to;
  - b) The circumstances constituting an undue hardship or burden which are the basis for the Exception request;
  - c) The action requested to resolve the undue hardship or burden (i.e., partial waiver, complete waiver, or modification of the Policy or Policies); and,
  - d) The name, address, and telephone number of the person making the request and his or her representative, if any.
- 3) Upon receipt of a request for Exception, the BCHA staff shall:
  - a) Review, investigate, and prepare for the BCHA Board a report analyzing and making a recommendation on the requested Exception;
  - b) Shall forward the report to the Board and all parties involved to hear and make a decision on the request, but in no event shall such meeting take place more than thirty (30) days after receipt by BCHA staff of the request for Exception.
- 4) At the meeting, the Board shall review the request and any additional information and evidence presented by the person making the request and any other person present at the meeting. Prior to making a decision on the request, the Board may continue the meeting as it deems necessary to obtain additional information or for

further deliberations, but in no event shall the Board delay a decision by more than thirty (30) days absent exigent circumstances.

The Board may approve, approve with conditions or alterations, or deny a request for an Exception. and such decision shall be issued in writing, and delivered to all parties involved. The decision of the Board shall be supported by written explanation and findings. A decision to approve a request for an Exception shall be based on the following findings:

5) Based on the request for Exception and any supplemental documents or information considered, the strict application of the BCHA Community Housing Administrative Policies to the Applicant, Tenant, or Owner causes an undue hardship or burden, and not merely an inconvenience or issue of preference, which is unique to the person and circumstances for which the request is made;

The strict application of the BCHA Community Housing Administrative Policies to the Applicant, Tenant, Owner is the primary cause of the undue hardship or burden, such that the remedy of any other contributing factors would not relieve the Applicant, Tenant, or Owner of the undue hardship or burden.

- a) Approval of the request is consistent with the spirit, purpose, and intent of the Policies;
- b) Approval of the request will not give the person requesting the Exception an undue or unfair advantage over another person, but will merely relieve them of the undue hardship or burden;
- c) Approval of the request will not conflict with any provisions of the BCHA Deed Covenant on the property subject to the request; and
- d) Approval of the request of Exception is the only reasonably available remedy to the undue hardship or burden, and the exception is not overly broad in its scope.

The Board will provide the person making the request with its written decision and findings. The Board will make every effort to render a decision within sixty (60) days after the filing of the request and all requested information. Applicants to whom a request for Exception is denied may appeal the decision by submitting a formal Grievance in accordance with the procedure described below.

## B. Grievance Procedure

- 1) A Grievance may be filed by any Applicant, Tenant, or Owner based on an alleged violation by BCHA of one or more provision of this Policy, or as a means of appealing a denied request for Exception.
- 2) Any Applicant, Tenant, or Owner may file a general Grievance with BCHA, in writing, stating:
  - a) The specific provision of this Policy which the Applicant, Tenant, or Owner alleges BCHA to be in violation of;
  - b) The specific BCHA action or omission which the Applicant, Tenant, or Owner alleges to be the violation;
  - c) The action requested to cure the violation; and
  - d) The name, address, telephone number, and email of the grievant and his or her representative, if any.
- 3) Any Applicant, Tenant, or Owner may appeal the denial of a request for Exception by filing a Grievance with BCHA, in writing, stating:
  - a) Which request for Exception is being appealed;
  - b) Evidence demonstrating that the findings necessary to approve a request for Exception, as described in 8.A.5, are present, and that denial was therefore improper;
  - c) The action requested to cure the allegedly improper denial; and
  - d) The name, address, telephone number, and email of the grievant and his or her representative, if any.
- 4) An appeal of the denied request for Exception shall be heard in the same manner described in 8.A.3. If the request is again denied on appeal, the grievant may submit a final appeal to the Blaine County Board of Commissioners, in writing, within thirty (30) days after the date the decision is rendered.

## C. Grievance Hearing

The Grievance Hearing must be conducted by BCHA as follows:

- 1) Upon receipt of a written Grievance, a public hearing before the BCHA Board of Commissioners must be scheduled. The grievant must be afforded a fair hearing providing the basic safeguards of due process, including notice and an opportunity to be heard in a timely, reasonable manner, and to present evidence.
- 2) Notice of the public hearing shall be provided to the Board, the grievant, and any other

parties involved, to be held as soon as practicable and convenient to the Board and the grievant, but in no event shall such hearing take place more than thirty (30) days after receipt by BCHA staff of the grievance.

- 3) Within no less than seven (7) days prior to the hearing, and at the expense of the grievant, the grievant and BCHA must have the opportunity to examine and to copy all documents, records, and regulations of BCHA and the grievant that are relevant to the hearing.
- 4) If, after written request for production of such, any document, record, or regulation is not made available by BCHA or the grievant in the aforementioned manner, said document may not be relied upon at the hearing.
- 5) If any of the above requirements cannot be reasonably fulfilled by the originally scheduled date of the public hearing, the matter may be continued, with or without request by the grievant, and at the discretion of BCHA. Any decisions to continue the hearing shall be provided, in writing, to the grievant as soon as reasonably practicable. Any continued hearing shall be rescheduled for a date no later than thirty (30) days after the originally scheduled hearing.
- 6) At the public hearing, the grievant shall present their argument and the evidence in support of it before the Board.
  - a) The grievant has the right to be represented by counsel.
  - b) Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.
  - c) The opportunity to cross-examine may be afforded or denied at the discretion of BCHA, and, if afforded, may be regulated by BCHA as it deems necessary for a fair hearing.
- 7) Following the conclusion of the public hearing and based on the records of proceedings, BCHA will provide a written decision and include therein the reasons for its determination. Prior to making the decision, the Board may continue the meeting as it deems necessary to obtain additional information or for further deliberations. However, every attempt must be made to settle a Grievance with BCHA within six months after the date the Grievance is filed, and any decision shall be issued within six months after the date the Grievance is filed.
- 8) BCHA will make its determination on the basis of these Community Housing, BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.
- 9) If the complainant fails to appear at the scheduled hearing, BCHA may make a determination to continue the hearing, dismiss the grievance, or make a

determination based upon the written documentation and the evidence submitted.

- 10) The decision of BCHA will be binding on all parties involved, and BCHA and/or the grievant shall take all actions necessary to carry out the decision following its issuance as soon as reasonably practical. If the grievant disagrees with the decision issued by BCHA, they may appeal the decision to the Blaine County Board of Commissioners, in writing, within thirty (30) days after the date the decision is rendered.
- 11) BCHA must have the authority to enforce its determinations, as provided by law and put forth in these Community Housing , BCHA Policies and BCHA-drafted Deed Covenants attached to the land.

#### D. Alternative mechanisms for hearing and resolution

- 1) In the event that the aforementioned grievance procedure is not an appropriate or reasonably achievable means of resolving the matter, any of the following alternative methods for dispute resolution may be utilized:
  - a) Use of a certified mediator in Blaine County, or as nearby as reasonably practical;
  - b) Through the Idaho Human Rights Commission;
  - c) Through a civil court proceeding;. The grievant may be eligible for pro bono legal assistance through Idaho Legal Aid; or,
  - d) If a Fair Housing violation is suspected, the local jurisdiction may be contacted to conduct an investigation. If the grievant disagrees with the findings of that investigation, they may appeal to the Idaho Human Right’s Commission.

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## Section 9. Program Non-Compliance and Enforcement

### A. Renter Non-Compliance and Enforcement

- 1) Renters are required to abide by all terms of the lease completely. Should it be determined that a tenant was justly evicted from a Community Housing Unit, the tenant will also be terminated from the BCHA Community Housing Program. The tenant will not be eligible to reapply for a period of 5 years.

### B. Homeowner Non-Compliance and Enforcement

- 1) Should the owner deny each of the applicants provided by BCHA, the owner will be reminded of fair housing law and be required to provide written justification for each denial.
- 2) Homeowners who do not comply with the terms of the home deed and/or program expectations, as described within these guidelines, the homeowner may be required to sell the home.

### C. Landlord Non-Compliance and Enforcement

- 1) Should the landlord deny each of the applicants provided by BCHA, the landlord will be reminded of fair housing law and be required to provide written justification for each denial.
- 2) The landlord will work in partnership with BCHA on all compliance matters. Should a renter fall out of compliance for any reason, the landlord may begin the eviction process of the renter.
- 3) A copy of any eviction notice must be provided to BCHA.
- 4) Should the owner decide to sell the Housing unit during the lease period, the owner must notify BCHA immediately. The lease must remain intact after the sale. An executed agreement between the buyer and seller must describe the new Property Owner's obligations under this program, plus the following:
  - a) The obligation to abide by the lease terms, or
  - b) If the new owner desires to pursue breaking the lease, they must provide a 30-day notice to the household and to BCHA. Furthermore, the new owner must pay the household the amount equal to the monthly rent times the number of

remaining months, rounded up. In this case, Landing Locals would work to place the tenants into another property.

BCHA will treat every purchaser, seller, and renter of Community Housing with fairness in accordance with these Community Housing Guidelines and will strive to prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.



## BLAINE COUNTY HOUSING AUTHORITY

### BOARD MEETING AGENDA MEMO

Meeting Date:  Staff Member:

Agenda Item:

Recommended Motion:

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

**Goal 3 of BCHA's Strategic Plan: Expand, Coordinate + Improve Services to Create Housing Stability  
Action 2. Address the immediate needs of unhoused and people at risk of displacement**

BCHA's role in assisting vulnerable households:

Last summer, during the writing of BCHA's Strategic Plan, Commissioners and Liaison's recognized the dearth of housing services for people experiencing homelessness in Blaine County. The Strategic Plan states that BCHA should "address the immediate needs of unhoused and people at risk of displacement. (p.9)"<sup>1</sup>

Community feedback – from interviews, surveys, and public input –made it clear that there needs to be one entity coordinating housing efforts and facilitating a healthy housing ecosystem. Staff believe that BCHA is the entity best suited for this role. A healthy housing ecosystem includes providing consistent, coordinated, and integrated support for a household as they move to permanent, affordable housing. HUD identifies four key parts of a continuum:

1. "Outreach, intake, and assessment in order to identify service and housing needs and provide a link to the appropriate level of both;
2. Emergency shelter to provide an immediate and safe alternative to sleeping on the streets, especially for homeless families with children;
3. Transitional housing with supportive services to allow for the development of skills that will be needed once permanently housed; and
4. Permanent and permanent supportive housing to provide individuals and families with an affordable place to live with services if needed."<sup>2</sup>

South Central Community Action Partnership (SCCAP) is the official, HUD-designated Continuum of Care ("CoC") lead agency for our region, but their work spans eight counties and they have limited time on the ground here. BCHA can participate in the CoC by supporting SCCAP's efforts, providing appropriate referrals, and providing local, hands-on expertise and outreach. Extensive discussions and analysis of other existing entities last fall clarified that there is no other local existing entity whose mission is suitable for this role.



Staff want to clarify one misunderstanding that regularly arises on this topic. There is an assumption that only newcomers from central and south America are experiencing homelessness. This is untrue. The challenge with rural homelessness, particularly in an area with such income disparity, is that homelessness is hidden since most unhoused people camp, live in ill-equipped RVs or other structures not suitable for winter habitation, and/or couch surf. Such forms of homelessness existed well before the newcomer surge last summer and continues to be something that a coordinated housing system would address. Most recent numbers show that, among students who are considered homeless within the school district, 35% are not Hispanic. 4% of students in BCSD are homeless and 40% of those are English language learners. Prior to last year's surge, there were 114 students in the school district considered homeless.

Relationship of Emergency and Transitional Housing Plan to other BCHA responsibilities

BCHA is currently actively trying to streamline the process for housing seekers and people experiencing housing instability through our Housing Navigation System. The adoption of the Emergency and Transitional Housing Plan would be complimentary to these efforts in that it would build referral and shelter pathways for people who identify as homeless and housing instable in the Housing Navigation process. The efforts on the Housing Navigation System benefit everyone across the spectrum of housing stability, and specifically address HUD's #1 factor in a housing continuum "Outreach, intake, and assessment in order to identify service and housing needs and provide a link to the appropriate level of both."

Recommendation and next steps:

Staff recommend that BCHA adopt the Plan. This document is a starting point. It provides the essence of immediate and long-term recommendations. Actions would continue to be refined as we learn and receive feedback on who can commit to what. Leaders of the faith community aim to discuss later this month. The collective of non-profits that played a major role in the emergency shelter last winter recommend and commit to the immediate actions:

1. BCHA master lease RV spots and assist in winterizing – non-profits assist in identifying families with unwinterized RVs
2. BCHA master lease a motel from October to April – non-profits assist in identifying households experiencing homelessness
3. Launch a community wide funding campaign
4. Faith based community identifies location(s) for, and manages, winter shelter

Staff are interviewing for a Housing Coordinator – a portion of their work could be dedicated to project managing some of these recommendations. Staff are also requesting that other entities committed to implementing specific recommendations in the Plan adopt it as well, while BCHA would be identified as the Project Manager of the Plan.

1. Blaine County Housing Authority/5B Housing, "Final Strategic Plan," June 2022. <https://www.bcoha.org/strategic-plan.html>
2. National Alliance to End Homelessness, "What is a Continuum of Care," January 2010. [https://endhomelessness.org/resource/what-is-a-continuum-of-care/#:~:text=A%20Continuum%20of%20Care%20\(CoC,for%20homeless%20families%20and%20individuals.](https://endhomelessness.org/resource/what-is-a-continuum-of-care/#:~:text=A%20Continuum%20of%20Care%20(CoC,for%20homeless%20families%20and%20individuals.)

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds in account for Housing Coordinator
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Attachments:

1. Resolution No. 2023-03
2. Staff report, June 12: Introduction to DRAFT Shelter Plan

**RESOLUTION No. 2023-03**

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 ADOPT  
THE BLAINE COUNTY EMERGENCY AND TRANSITIONAL HOUSING PLAN, 2023

WHEREAS, contractor Courtney Noble researched, applied her expertise, and surveyed housing and service providers to develop the Blaine County Emergency and Transitional Housing Plan, 2023 (“Plan”); and

WHEREAS, the purpose of the Plan is to recommend long-term and immediate actions for a healthy housing ecosystem and address the needs of people who live or work in Blaine County; and

WHEREAS, the BCHA administrative staff and consultant Courtney Noble prepared and presented to the BCHA Board for its review the Plan on July 12, 2023; and

WHEREAS, BCHA administrative staff have determined, and sought confirmation of said determination by legal counsel, City of Ketchum’s finance and administrative teams that recording the substantive Policy direction with BCHA is a necessary and beneficial action warranting the approval and authorization of the BCHA Board; 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 Plan on August 9, 2023, set forth in Exhibit A, 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

Meeting Date: July 12, 2023

Staff Member: Carissa Connelly

Agenda Item: Introduction to DRAFT Shelter Plan

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

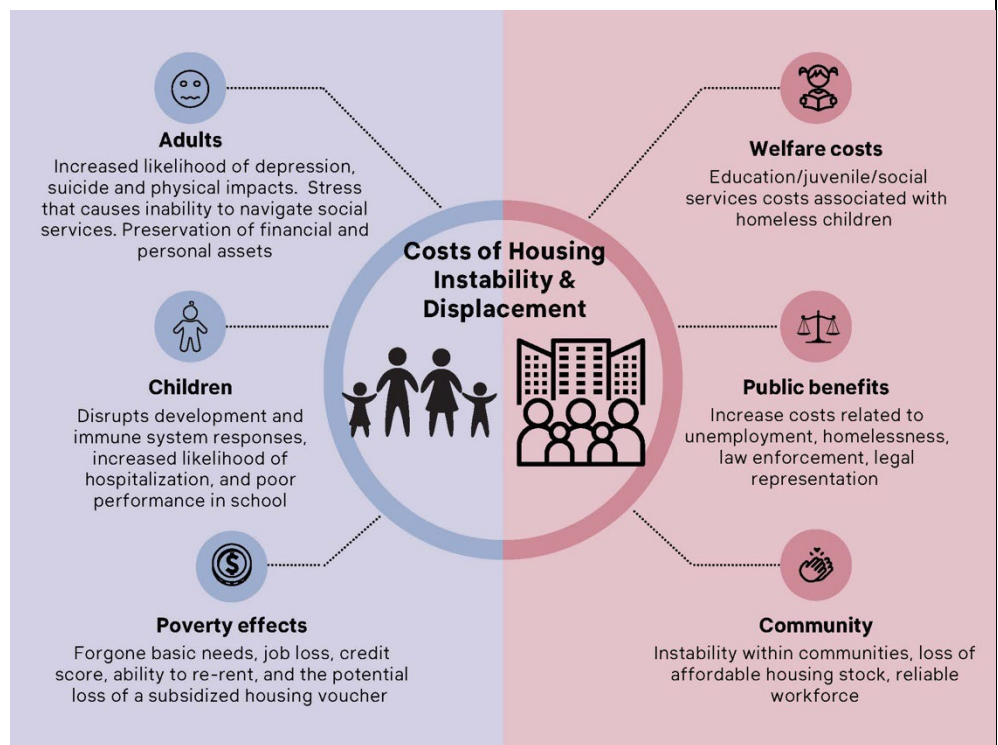
**Goal 3 of BCHA’s Strategic Plan: Expand, Coordinate + Improve Services to Create Housing Stability**  
**Action 2. Address the immediate needs of unhoused and people at risk of displacement**

Homelessness in Blaine County:

Since last summer, service providers who work with the most vulnerable households have seen an increase in homelessness. The adults in these families work countywide. However, homelessness has been common in the area for decades. With over 1/3 of Blaine County estimated to be cost burdened or otherwise housing unstable, there is a high risk for many more households to experience homelessness.<sup>1</sup>

The stress of homelessness and of living in the elements risks families physical and mental health, worker productivity, and childhood development.<sup>2</sup> It also has costs on the community at-large, since these stressors on many individual households put additional strain on existing support systems.

There are many efforts underway to create permanent housing, but a comprehensive, healthy housing system also includes infrastructure to rapidly move people out of homelessness to permanent housing.



Role of other Blaine County entities:

The DRAFT Shelter Plan is being circulated to service providers, the faith community, and local governments. Region 4’s Homeless Coalition also reviewed last week. The service providers – primary partners in the shelter efforts last year with the City of Ketchum – provided feedback on what they can or are willing to do. The Recommendations for Immediate Implementation (p.18) reflect that feedback. Their scope is limited, and housing efforts have detracted from implementing their primary missions (food, health, emergency funding, domestic violence) and overloading the case workers. They will not participate in running an emergency shelter this upcoming winter yet understand that a multitude of options are needed. The recommendations and what they can assist with are as follows:

1. Blaine County Housing Authority (?) secures as many winterized RV spots as possible at The Meadows and negotiates a lower monthly price point for the months of October-April.

- a. The Hunger Coalition (THC) and St. Luke’s assist with recruiting families with children who have suitable RVs that can be winterized. Help the families apply for the Meadows spots.
  - b. Blaine County Charitable Fund assists with winterization costs through the application process. (Ruby Garcia is investigating if SCCA can support this)
2. Blaine County Housing Authority secures a master lease for High Country Motel for the months of October-April. Rooms have a low rate, and the application process is similar to Lift Tower Lodge application.
    - a. THC and St. Lukes help with prioritizing/navigation until BCHA is fully staffed and has the capacity to take over.
    - b. Costs to offset the master lease to be underwritten by the Cities/County and should include securing funding sources identified in the shelter plan.
  3. A community wide funding campaign is launched to purchase the Silver Creek Assisted Living and turn it into transitional housing. One building is for families and the other strictly workforce adults only. The building is gifted to the BCHA.
    - a. THC and St. Lukes help with prioritizing/navigation until BCHA is fully staffed and has the capacity to take over.
    - b. We will first approach SPUR to support the campaign launch.
  4. Faith based community identifies a location or locations for a short-term warming facility and/or shelter for emergency situations. The facilities are sourced, set up, and run through an interfaith effort. This operates November-March.

The faith community will meet to discuss their role in late July or August.

BCHA’s role in assisting vulnerable households:

Last summer, during the writing of BCHA’s Strategic Plan, Commissioners and Liaison’s recognized the dearth of housing services for people experiencing homelessness in Blaine County. The Strategic Plan states that BCHA should “address the immediate needs of unhoused and people at risk of displacement. (Goal 3, p.9)”<sup>3</sup>

The Housing Navigation System is complimentary to leading shelter and transitional housing efforts, in that it aims to move people through a continuum of homelessness/ housing instability to permanent housing.

The City of Ketchum contracted with Courtney Noble to draft the attached DRAFT Shelter Plan. Staff request that Board members read the DRAFT Shelter Plan and engage in an exploratory discussion. Depending on the Board’s discussion and sentiment on specific recommendations, staff can prepare a motion(s) for the following board meeting.

3. “Blaine County Housing Survey 2023,” Blaine County Housing Needs Update by Blaine County Housing Authority /City of Ketchum, May 2023.
4. Ketchum Housing Matters interviews of over 30 community members. Nov. 15, 2021-Jan. 3, 2022; “Unstable Housing and Caregiver and Child Health in Renter Families,” Boston Medical Center study of 22,324 low-income families.
5. Blaine County Housing Authority/5B Housing, “Final Strategic Plan,” June 2022. <https://www.bcoha.org/strategic-plan.html>



# DRAFT Emergency & Transitional Housing Plan Prepared for the City of Ketchum, May 2023

# Executive Summary

## The Challenge – Over 200 people experience homelessness in Blaine County on any given night

**Blaine County Point In Time Count:** 139 individuals experiencing homelessness

- 14 unsheltered (outside and in vehicles), 125 sheltered (in shelter and transitional housing)

**Blaine County Public Schools:** 114 homeless or unstably housed students

- 4% of the students in the district
- 40% of the homeless students are English language learners

**Emergency Shelter and Motel Stays:** 158 individuals served from November to March

- 99 adults and 59 children

## Blaine County Point in Time Count: 139 individuals experiencing homelessness



## Blaine County Public Schools: 114 homeless or unstably housed students



## Emergency Shelter and Motel Stays: 158 individuals served from November to March



## Case Studies

Rural communities have traditionally relied on the faith community to house unsheltered populations, but with the growth of homelessness local government is increasingly involved. Most often, winter shelter operations are funded by counties or cities but operated by nonprofit partners. Several rural communities are also trying out innovative solutions like tiny homes and safe parking sites.

## Long Term Recommendations

1. Implement a regional, systems-level approach to homelessness planning.
2. Establish and track shared goals to improve the performance of the existing system.
3. Increase access to permanent solutions.

## Short Term Recommendations

1. Execute winter shelter plan.
2. Expand regional transitional housing supply.
3. Provide housing-focused case management for those in shelter and transitional housing.

# Introduction

## How did we get here?

A lack of affordable housing is the primary driver of homelessness (Quigley and Raphael, 2004). Homelessness stems from both an inadequate supply of affordable housing and household incomes far below the cost of available housing.

In Blaine County, an affordable housing shortage was compounded by the arrival of a surge of new immigrants in the summer 2022. These new community members arrived looking for work and security, but often lacked the means and family connections to find safe and stable housing (Hunger Coalition Influx Report, 2023).

The nonprofit and faith communities and the City of Ketchum rapidly pulled together a community response, establishing temporary shelters at various locations. These shelters housed over 100 households between November 2022 and March 2023.

## Objectives of this Shelter Plan:

While last winter’s community response effectively addressed a crisis, it was not a sustainable or comprehensive strategy to address homelessness. This Shelter Plan: (i) scopes the size of the need; (ii) recommends the scale of an appropriate response and (iii) suggests long and short term strategies to address homelessness in our community.

## Emergency Homeless Responses

Nationally, unprecedented numbers of unsheltered individuals and explosions of encampments are intensifying pressure on government to find immediate and safe solutions that do not financially impact existing systems. Jurisdictions are being called on to come up with swift solutions, but there are no existing best practices for funding, standing up, or prioritizing individuals into managed encampments, including safe parking programs or tiny home villages.

Thoughtfully developing consistent programming and processes for an emergency response can reduce harm to both the unsheltered population and neighboring residents and businesses. Response actions can include:

- Prioritization
- Sheltering-in-Place, particularly in substandard conditions
- Clear, concise and consistent messaging to unsheltered individuals, the public, and providers
- Consistent and trauma informed process for entry or enrollment
- Engagement with other systems (law enforcement, schools, etc.)
- Siting property for emergency sheltering projects
- Supervision and staffing of emergency shelter programs
- Exit strategies for moving individuals into permanent housing

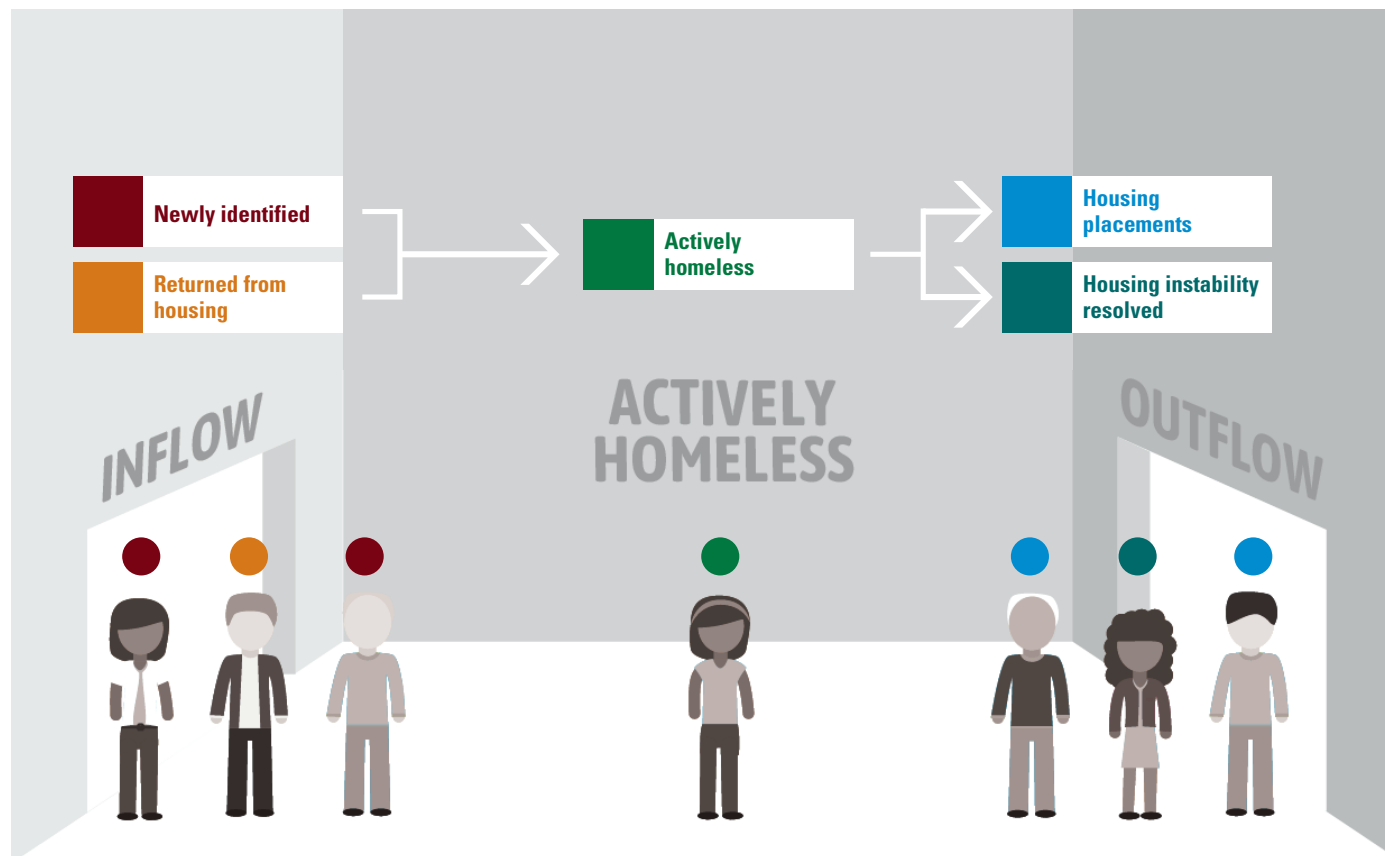
These options were contemplated in the development of this Plan.

## What does success look like?

The goal is not to eradicate homelessness, but to put systems in place to make homelessness **rare, brief, and non-recurring**. This is called functionally ending homelessness or “functional zero.”

Ensuring homelessness is rare and brief requires systems that can help people exit homelessness quickly and positively (outflow) and prevent people from becoming unhoused in the first place (inflow). In making projections and decisions regarding necessary capacity, this plan considered how a broad range of changes and improvements within our systems could impact need and demand for emergency shelter, including increased emphasis on diversion strategies and reductions in the length of time it takes for guests to move from shelter to permanent housing.

## System Flow



Source: Community Solutions



## Key Features of Effective Communities

Communities that have designed a resilient, effective, and dynamic homeless response system share a few key features.

	Feature	Status in Blaine County
1	A shared aim and belief that homelessness is solvable	Minimal awareness or engagement of homelessness as an issue
2	A collaborative, community-wide team that is accountable for reducing and ending homelessness	Exists among service providers and some government actors, but team came together reactively not affirmatively
3	High-quality data systems that support a culture of continuous improvement	No
4	An aligned and effective coordinated system whereby all providers 1) allocate housing and services through a single process and according to shared protocol (also known as a coordinated entry system) and 2) participate in recurring, problem-solving efforts to collectively remove barriers to housing (also known as case conferencing)	No coordinated entry; yes case conferencing
5	Establishment of a racially equitable homeless response system	No
6	Policy mechanisms to clear structural and administrative barriers to ending homelessness	Some
7	Strategic, data-driven investments to reduce homelessness long-term and flexible financial resources to clear immediate barriers to housing	Some

Source: Community Solutions

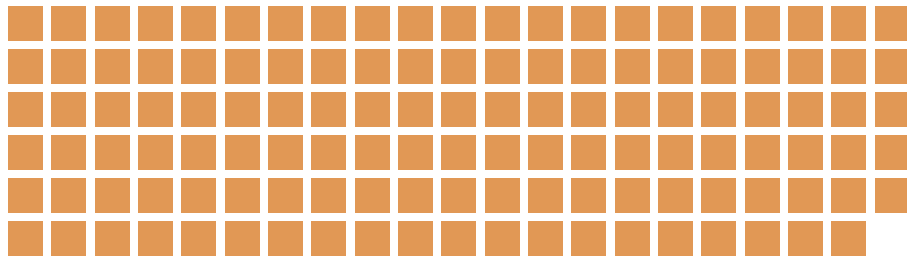


## Data

### Blaine County Point in Time Count: 139 individuals experiencing homelessness



14 unsheltered (includes those living in vehicles)



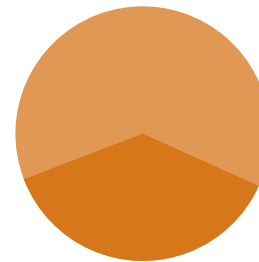
125 sheltered (in shelter, transitional housing or permanent supportive housing)



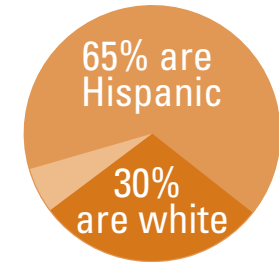
**70**  
in DV shelter  
and transitional  
housing on  
a typical  
night

Source: Point in time Count, January 26, 2023 plus additional information from The Advocates

### Blaine County Public Schools: 114 homeless or unstably housed students Roughly 4% of the students in the district



40% of the homeless students  
are English language learners



19% have disabilities

11% are unaccompanied  
(without a parent or guardian)

Source: Edfacts March 2021

## Measuring Local Action

### Emergency shelter and motel stays:

158 individuals served between November and March



Average length of stay: 71 nights

Average cost: \$6600 per household

source: Blaine County Charitable Fund

### Prevention: Rent Assistance

155 households served with emergency rental assistance

Average cost: \$2600 per household

source: Blaine County Charitable Fund

### Prevention: Housing Subsidies

29 households have Section 8 Vouchers



29 additional households are on the waitlist for Vouchers

source: Idaho Housing Finance Association

**Could more people avoid shelter?** A key part of a homeless response is reducing the inflow of people into shelter by offering prevention or diversion programs. However, service providers in our community were in agreement that individuals were only using the shelter as a last resort, sometimes only after being convinced by caseworkers to leave unsafe or substandard living conditions. Providers believed that shelter residents were so vulnerable that a flexible pool of diversion dollars that could help pay for transportation to relocate or reunite with family, would not successfully divert a significant number of people from a local shelter.

**Where did people go when they left shelter?** We did not collect exit destination information in a systematic way, but anecdotally we know some families found housing outside of Blaine County, and some individuals are crowding into shared motel and transitional housing rooms. Some people also returned to overcrowded rentals, unwinterized RVs, unheated or poorly insulated outbuildings, and cars.

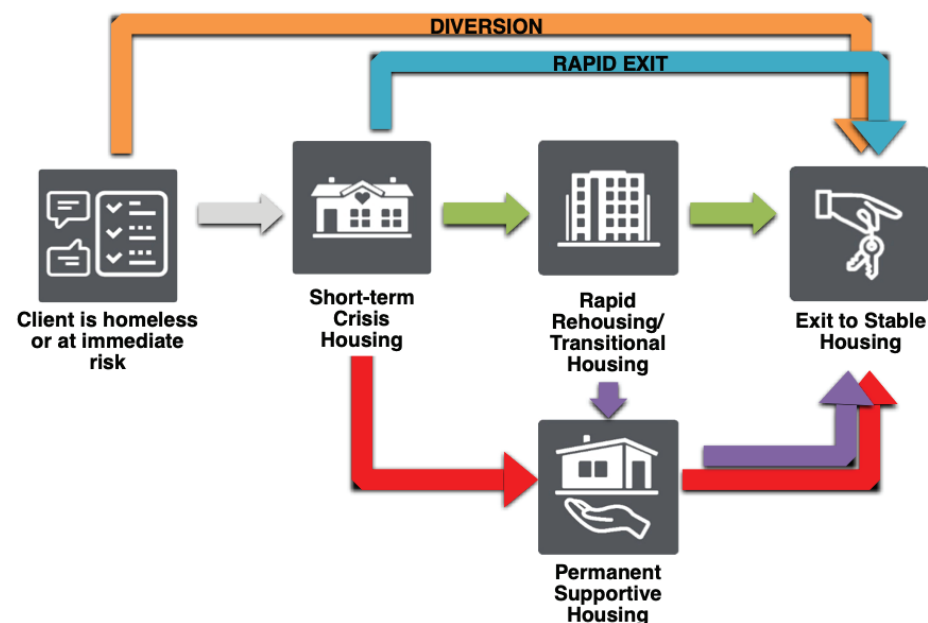
**Could people move on from shelter faster?** The average length of stay for guests in the shelter and motels this winter was 71 nights, which is brief compared to shelter stays in large cities but is likely a reflection of the shelter closure. In a well-functioning system of truly emergency shelter, a stay would be a maximum of 7-10 days. To increase the speed at which exits occur, we need to focus efforts not just on pathways out of shelter but pathways out of transitional housing and the supply of permanent affordable housing. As units of transitional housing open up, new units could be prioritized for shelter residents, thereby enhancing overall system flow.

As local cities focus on producing affordable housing, we must consider how to leverage these units to support families across the housing spectrum. We should also make sure we are considering all types and funding sources for affordable housing, including HUD funding for permanent supportive housing.

## Diversion

Diversion is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

## Paths to Housing



## Improving our Data Systems

Our ability to assess last year's success and plan for the future is hindered by the limited data we collected. If we pursue HUD funding as a community (see later sections for details on funding opportunities), we will likely need to adopt the Homeless Management Information System (HMIS). This tool effectively measures programmatic compliance for federally funded programs, and provides big-picture system patterns.

HMIS does not provide the comprehensive, person-level data needed to connect individuals with housing and equitably reduce homelessness. For this reason, many communities also use case conferencing and "by-name lists" to manage homelessness at the individual level.

Our community is already engaging in the national best practice of case conferencing, and just needs to tweak some of our processes to ensure we are doing so in the most appropriate and productive manner. Moving forward, we just want to ensure we receive consent from all clients to be part of case conferencing (this will be part of HMIS protocols, if and when we launch an HMIS system) and that data is maintained in ways that are HIPAA compliant.

## Coordinated Entry

To receive some types of funding from HUD, our community would be required to participate in a Coordinated Entry system. Most simply, this means a single organization completes a common assessment of a housing-seeker, where they are entered into a pool for housing resources. If a local housing resource became available, that individual would be "matched" with the local nonprofit offering the housing. The Coordinated Entry lead for our region is South Central Community Action Partnership.

## Who does what?

- Continuums of Care (CoCs) are administrative entities defined by HUD that coordinate local homelessness services and funding, including maintaining lists of people experiencing homelessness who are seeking housing assistance.
- The Idaho Balance of State CoC is also known as the Idaho Homeless Coordinating Committee.
- Blaine County is in Region 4 of the Idaho Balance of State CoC.
- The nonprofit South Central Community Action Partnership (based in Twin Falls) serves as the single point of entry or "coordinated entry" partner for Region 4.



## Case Studies

### Case Study 1 / Martha's Vineyard

Population: 17,000

- Transitioned from volunteer-run shelter to nonprofit-run shelter during Covid to protect seniors who volunteered
- Shelter now run by paid overnight staff, supported by volunteers
- A third church operates a warming center, where caseworker works during the day

The Homeless Prevention Caseworker funded by the County:

- provides individualized assistance in completing applications for rental assistance and/or subsidized housing programs
- provides resources and referrals
- facilitates referrals to shelters on and off island
- screens chronically homeless individuals for the regional permanent supportive housing waitlist
- attends regional meetings
- works collaboratively with community agencies to provide support services
- maintains a database that tracks all intakes and disaggregates the data by multiple factors to inform community about the profile and needs of homeless residents

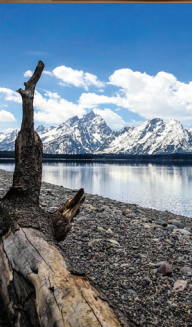
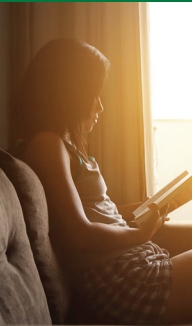
**What: winter shelter for singles; motel rooms for families**

**Where: winter shelter rotates between two churches**

**WHO,  
WHAT  
&  
WHERE**

**Who: Harbor Homes MV, an affordable housing developer nonprofit operates the shelters**

**Gov't Role: County funds homeless prevention caseworker who is nonprofit employee**



## Case Study 2 / Jackson Hole

Population: 11,000

- About \$50,000, or 13% of operating budget comes from charging dorm fees (\$12 a night) to shelter residents
- Higher barrier shelter (clean and sober, working or looking for work)
- Paid shelter staff
- No family shelter

**What: 35 bed year round shelter for single adults**

**Where: nonprofit-owned building**

**WHO,  
WHAT  
&  
WHERE**

**Who: Good Samaritan Mission-religious nonprofit**

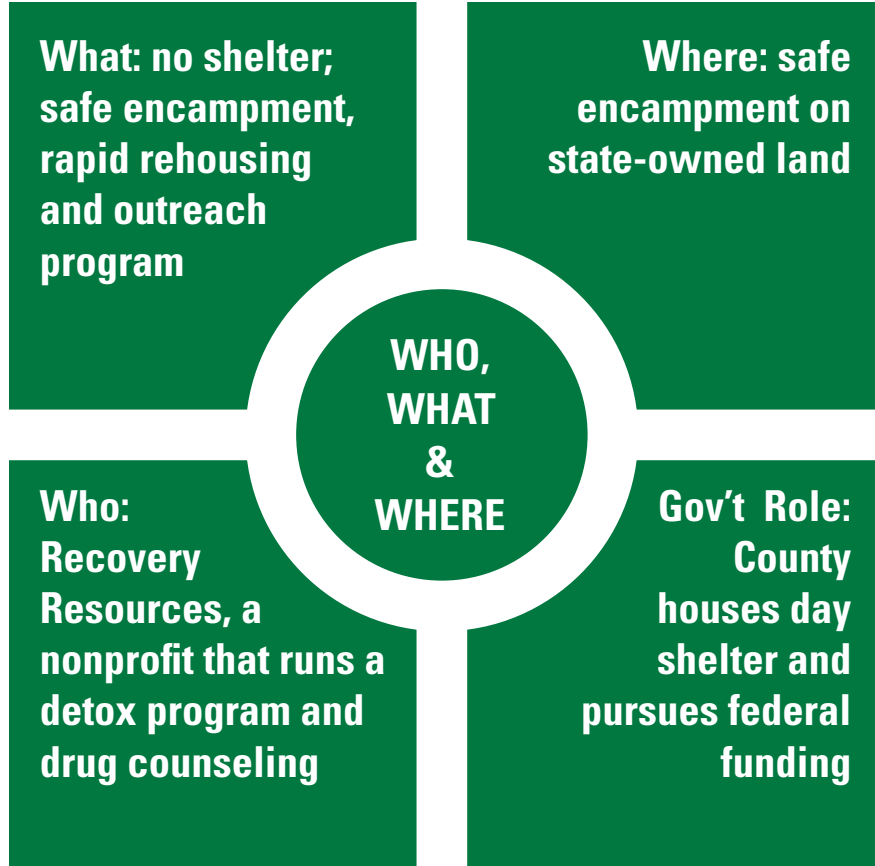
**Gov't Role: small dollar grants from local government**



### Case Study 3 / Aspen

Population: 7,000 / 17,000 countywide

- Permanent shelter and winter overnight shelter that rotated between churches both closed in 2021
- Day shelter operates out of County’s Health and Human Services building
- Safe encampment site for up to 25
- County received over \$1 million in COVID relief dollars to address homelessness
- Coalition of housing stability stakeholders including County officials, law enforcement and health care providers set goals and initiatives





## Key Learnings from Case Studies

Many comparable towns are struggling to address the interrelated issues of housing affordability and rising homelessness. The additional factor of a surge in asylum seekers has been widely documented in the Southwest and in urban centers, but is still a new challenge without a best practice response. But in general, models from other towns with a strong likelihood of success in Blaine County include:

- Switching from a volunteer-run shelter model to a staff-operated/volunteer supported model
- Increased involvement and investment by local government
- Regional coordination on federal funding
- Innovative pilot projects like safe parking sites and asset conversion

## Homelessness among Migrants

Forced displacement and marginalization can create additional challenges in securing safe and stable housing for migrants, with many experiencing homelessness at some point in their resettlement process. (Pottie K, Martin JP, Cornish S, et al., 2015) The magnitude of visible or hidden migrant homelessness is largely unknown and what little evidence exists is of low quality, which limits the development of policies, programs and services that address homelessness among migrants.

Field research suggests that the risk of migrant homelessness increases with cuts to social programs, persistent health issues, and lack of affordable housing. Mobile migrants are also at risk for frostbite, infectious diseases, soft-tissue infections, traumatic injuries and chronic illnesses (e.g., diabetes, cardiovascular disease). Migrants may suffer from common mental illnesses, including posttraumatic stress disorder and depression.

# IV.

## Long Term Recommendations

<b>Recommendation 1:</b>	<b>Implement a regional, systems-level approach to homelessness planning.</b> To date, planning has been done by an ad-hoc group responding to the humanitarian needs of people experiencing homelessness.
<b>Action steps:</b>	<ul style="list-style-type: none"><li>• Establish a formal, cross-agency structure for regional collaboration and governance, such as an Interagency Council on Homelessness.<ul style="list-style-type: none"><li>Δ This should include 7-10 key community partners to participate in quarterly reviews of progress on the Shelter Plan.</li><li>Δ The purpose will be to problem-solve when challenges arise, identify funding/resources for implementation, and create an appropriate level of both accountability and insulation from political issues.</li><li>Δ At least one member of the Council should have lived experience with homelessness.</li></ul></li><li>• Apply collaboratively or regionally for funding through IHFA.</li></ul>
<b>Outcome:</b>	Coordination across municipalities and organizations; identifiable community leadership.

<b>Recommendation 2:</b>	<b>Establish and track shared goals to improve the performance of the existing system.</b> Moving from project-level thinking to system-level thinking requires us to look beyond individual program outcomes to collective definitions of success.
<b>Action steps:</b>	<ul style="list-style-type: none"> <li>• Develop system-level metrics that can be monitored at least quarterly to review conditions of the system overall. For example: <ul style="list-style-type: none"> <li>- number of unsheltered people seeking shelter</li> <li>- number of people exiting transitional housing or shelter to permanent solutions</li> <li>- length of stay in shelter or transitional housing</li> <li>- number of people returning to the homeless system after exiting</li> <li>- point in time count (annual)</li> </ul> </li> <li>• Develop and implement funding priorities that reflect both system-level and project-level performance targets. For example, increasing Ketchum’s transitional housing beds (project-level target) to decrease length of time people spend in shelter in Blaine County (system-level target).</li> <li>• Select a lead data collection agency and invest in system-wide training on practices necessary to have quality regional data.</li> <li>• Commit to data solutions and embrace HMIS and case conferencing processes.</li> </ul>
<b>Outcome:</b>	Better ability to track progress through performance targets and data and, over time, positive improvement of these targets.

<b>Recommendation 3:</b>	<b>Increase access to permanent solutions.</b> A lack of affordable housing options is related to both the inflow into the homeless system and the ability to permanently house those who are experiencing homelessness.
<b>Action steps:</b>	<ul style="list-style-type: none"> <li>• Support affordable housing production targets identified in the 2017 Housing Needs Assessment Allocation of Housing Choice Vouchers (Section 8) in Blaine County</li> <li>• Work with local cities to ensure supply of deed restricted housing units is scaling up</li> <li>• Advocate for an expanded allocation of Section 8 vouchers in Blaine County</li> <li>• Pursue funding for Permanent Supportive Housing through HOME-ARP HUD funds and other funding streams</li> </ul>
<b>Outcome:</b>	Reduced entry into, and expanded exit options from, the homeless system.

## Upcoming State and Federal Funding Opportunities

Agency	Application Release	Description	Competitive?
Idaho Commerce	Released - due June 5	<b>US Dept of Agriculture Rural Housing Preservation Grants.</b> Funds to rehab housing for very low and low-income housing.	Somewhat
IHFA	Late June for funds beginning Oct 2023	<b>HUD Emergency Services Grants (ESG).</b> Funds emergency shelter or motel stays if no shelter is available. Can also fund short-term rental assistance, mediation, case management, prevention and diversion.	Highly
IHFA	June/July for funds beginning July 2024	<b>Continuum of Care Rapid Rehousing funds.</b> Used for rental assistance for up to 24 months.	Not very
IHFA	Summer	<b>HUD HOME-ARP.</b> Permanent Supportive Housing/ rental housing development funds.	New funding source but likely highly
FEMA via United Way Worldwide	March 2024	<b>Emergency Food and Shelter Program- Humanitarian Relief.</b> Funds emergency services for new migrants. Preference for proximity to the southern border. \$12.50 per diem shelter reimbursement rate or hotel/ motel actual costs.	Highly

## Recommendations for Immediate Implementation

### 1. Execute Winter Shelter Plan

Action Step	Potential Lead	Outcome
<b>Pursue diverse funding.</b> Increase capacity system-wide by identifying and applying for a range of funding sources.	BCCF BCHA BCHF Noble	Expanded bed capacity for unsheltered people.
<b>Identify local government funding to serve unsheltered people.</b> RFP the funding out to identify nonprofit provider leads.	County Cities	Expanded shelter capacity. Predictability for and engagement of nonprofit partners.
<b>Identify public or private funding to continue sheltering vulnerable families in motels,</b> while focusing on expanding transitional housing. (see Recommendation 2)	County Cities Philanthropy	Maintaining bed capacity for unsheltered people.
<b>Identify potential building/ units for master leasing opportunities.</b>	County Cities	Expanded bed capacity for unsheltered people at lower cost.
<b>Negotiate master leases with motels.</b>	County BCHA	Expanded bed capacity for unsheltered people at lower cost.
<b>Develop sustainable rotating shelter bed schedule.</b> Avoid burnout among congregations and volunteers.	Faith community	Expanded bed capacity for unsheltered people.
<b>Explore conversion of a large deed-restricted or city/county owned home into transitional living units for single adults.</b>	<del>Nonprofit</del> City County	Expanded bed capacity for unsheltered people.
<b>Identify lead staff person for regional shelter operations.</b> This could be within local government staff or funded at a nonprofit, but should be designated, mutually agreed upon paid staff person.	County City BCHA <del>Nonprofit</del>	Greater coordination, administrative oversight and sustainability of shelter programs.

### Shelter Costs and Resources

**Existing funding:** Federal funding streams deployed by Blaine County Charitable Fund in 2022-23 to pay for motel rooms have expired and are currently not set for renewal.

**Replacement funding options:**

- This summer we should prepare a collaborative application for ESG funds through IHFA, though these grants are highly competitive. A lead applicant must be identified.
- Seek out new private and public funding streams, including county or city funds.

**Cost:**

- In 2022-23 the average cost per household housed in a motel in our community was \$6,600.
- The most comprehensive study of shelter costs, completed by HUD in 2010, revealed that emergency shelter is the most expensive form of housing for families, at an average of \$46 -\$123 per night. (Spellman et al. 2010)

**Scale:** Based on this year’s demand, we recommend planning to support 50 families and 30 single adults with shelter options.

**Staffing:** Staffing costs for motel vouchers are low, as existing case management staff from key partner organizations provide support. Administrative costs to run the program are significant, however.

**Execute Winter Shelter Plan, continued**

<b>Once Rapid Rehousing (RRH) program is established, establish link between motel guests and RRH exits.</b>	Nonprofit RRH lead	Improved through-put of shelter system.
<b>Establish clear and consistent policies for shelter stays, communicated to guests at outset.</b> Best practices include using a common intake form, securing consent for case conferencing, offering diversion resources to every unsheltered household, communicating expectations around financial contributions and work expectations, setting maximum length of stay.	Nonprofit shelter operator(s)	Improved through-put of shelter system.
<b>Link winter shelter response to shelter response for extreme heat and/or poor air quality.</b>	County	Development of a coordinated regional hazard sheltering plan.

**2. Expand Regional Transitional Housing Supply**

Action Step	Potential	Outcome
<b>Pursue funding to launch a Rapid Rehousing initiative.</b> There is underused funding within our Continuum of Care for Rapid Rehousing. Pursue this funding stream when applications open in summer 2023, for use starting in summer 2024. Identify a regional nonprofit to lead the work and collectively support their application for funding.	Nonprofit— BCCF? BCHA? Advocates?	Expanded transitional housing resources. Improved through-put of shelter system.
<b>Acquire or develop property to use as transitional housing.</b> During Covid several counties throughout the country purchased motels or inns to safely shelter homeless individuals.	County City Affordable housing nonprofits BCHA	Expanded transitional housing resources. Improved through-put of shelter system.
<b>Identify locations for 2-6 tiny homes for transitional housing.</b>	Faith community Nonprofits City of Hailey County	Expanded transitional housing resources. Improved through-put of shelter system.

### 3. Provide Housing-focused Case Management for those in Shelter and Transitional Housing

Action Step	Potential Lead	Outcome
<b>Provide housing navigation services.</b> Help guests apply for transitional housing, affordable housing and housing subsidies (vouchers).	Nonprofits BCHA	Improved through-put of housing system.
<b>Continue case conferences and sharing resources</b> between BCHA staff and other case managers to ensure there is not duplication or overlap of services.	Nonprofits BCHA	Improved through-put of housing system.
<b>Support providers and staff capacity to deepen impact of services.</b> Front-line service providers who witness the suffering and struggles of their clients often experience stress, compassion fatigue, and secondary trauma. To ensure that providers have the capacity to show up and provide compassionate, trauma-informed treatment to clients, the mental and emotional wellbeing of providers must be prioritized. As well, the behind the scenes work of coordinating regional shelter infrastructure should fall on government, not line case management staff.	Nonprofits County Cities	Enhanced service delivery.

#### What is Rapid Rehousing?

Rapid Rehousing provides short-term rental assistance and services. The goals are to help people obtain housing quickly, increase self-sufficiency, and stay housed. It is offered without preconditions (such as employment, income, absences of criminal record, or sobriety) and the resources and services provided are tailored to the needs of the person.

The core components of rapid rehousing are housing identification, rent and move-in assistance, and case management services.

Under HUD requirements, communities can provide rapid rehousing services for 3-24 months.



# Cost and Outcomes of Various Program Models for Families

● **Emergency Shelter**

● **Transitional Housing**

(a housing subsidy plus supportive services, for up to two years in a residential setting, ranging from scattered site apartments or project-based apartments to congregate living facilities)

● **Rapid Rehousing**

(supportive services and rent assistance for 3-24 months)

## National Average Cost:

**Emergency Shelter** \$1,380 - \$3,690 per month

**Transitional Housing** \$1,200 - \$4,470 per month

▲  
\$1,300 per month on average for Blaine County services in 2022-23

**Rapid Rehousing** \$2,480 - \$6,000 total

## National Median Length of Stay:

**Emergency Shelter** 28 nights

**Transitional Housing** 157 nights

**Rapid Rehousing** varies by program model, but up to 2 years, with long subsidies prevalent in higher-cost rental markets

### Outcomes:

Only about 35% of exiting families can find unsubsidized permanent housing when exiting transitional housing. Many are able to exit because they receive a housing choice voucher or enter permanent supportive housing. Although Rapid Rehousing is the lowest cost housing model, studies in some cities have shown that 30-40% of rapid rehousing participants return to homelessness once their rental subsidy ends.

**In all cases, the costs to house individuals and families in homeless programs for extended periods are significantly higher than rental subsidies based on Fair Market Rents for an equivalent period. However, the methodology used by HUD to set Fair Market Rent (FMR) doesn't capture the realities of Blaine County. For example, the FMR for a two bedroom in Blaine County for 2023 was set at \$1,207 (rent + utilities). Though lower than the costs of the shelter and prevention programs provided to the community last year, most rental units cost twice this FMR.**

Sources: Spellman et al, 2010, HUD 2013, Taylor 2013, Walton et al. 2018, Burt 2010

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