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AGENDA

BOISE CITY HOUSING AUTHORITY COMMISSIONERS
ADA COUNTY HOUSING AUTHORITY COMMISSIONERS
SHORELINE PLAZA, INC. DIRECTORS
AFFORDABLE HOUSING SOLUTIONS, INC. DIRECTORS

MEETING OF THE BOARD OF COMMISSIONERS AND DIRECTORS

Wednesday, June 12, 2024 at 4:00 p.m.
Housing Authority Office – 1001 S. Orchard Street Boise, Idaho

I. ROLL CALL

II. CONSENT AGENDA (ACTION ITEM)

All items with an asterisk (*) are considered to be routine by the Board and will be enacted by one motion. There will be no separate discussion on these items unless a Board member or citizen so requests, in which case the item will be removed from the general order of business and considered in its normal sequence. The vote on the Consent Agenda will be by roll call vote.

A. Minutes, Resolutions and Routine Matters

1. * Board of Commissioners Meeting Minutes May 8, 2024 (ACTION ITEM)

III. REPORTS

- A. Chairman's Report
- B. Executive Director's Report
- C. Report on Properties
- D. Report on Programs

IV. BUSINESS

1. Staff Presentation – YARDI Forum
2. Discussion with CSG Financial Advisors
3. Park Apartments Discussion
4. Supportive Housing Investment Fund (SHIF) with Idaho Community Foundation
 - a. BCHA Resolution No. 01-2024 – A Resolution approving a Charitable Donation and Partnership Agreement By and Between the City of Boise City and the Boise City Housing Authority (ACTION ITEM)
 - b. BCHA Resolution No. 02-2024 – A Resolution approving a Charitable Donation Agreement By and Between Boise City Housing Authority and Idaho Community Foundation, Inc. (ACTION ITEM)
5. Y Project and Workforce Housing Discussion

V. ADJOURNMENT

Related agenda documents are available for public review by visiting:
<https://bcacha.org/about/board-of-commissioners/>

Zoom access:

https://us06web.zoom.us/j/86066884454?pwd=4CT1oU8seIX6Tek6N0Foc6_iWliGXw.cylv5fDXrUrdDmQB

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AGENDA

BOISE CITY HOUSING AUTHORITY COMMISSIONERS
ADA COUNTY HOUSING AUTHORITY COMMISSIONERS
SHORELINE PLAZA, INC. DIRECTORS
AFFORDABLE HOUSING SOLUTIONS, INC. DIRECTORS

MEETING OF THE BOARD OF COMMISSIONERS AND DIRECTORS

Wednesday, May 8, 2024 at 4:00 p.m.
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I. ROLL CALL

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A. Minutes, Resolutions and Routine Matters

1. * Board of Commissioners Meeting Minutes April 10, 2024 (ACTION ITEM)

III. REPORTS

- A. Chairman's Report
- B. Executive Director's Report
- C. Report on Properties
- D. Report on Programs

IV. BUSINESS

1. Staff Presentation – PNRC NAHRO Annual Conference report
2. Krista Paulsen Presentation

V. ADJOURNMENT

Related agenda documents are available for public review by visiting:
<https://bcacha.org/about/board-of-commissioners/>

Zoom access:

Please click the link below to join the webinar:

When: May 8, 2024 04:00 PM Mountain Time (US and Canada)

Topic: BCACHA Board Meeting

<https://us06web.zoom.us/j/86725891688?pwd=BuhOw0ofl4owSNEpF96T5sE3DrYi2w.11JidxasjQ5ONg6T>

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**BOISE CITY HOUSING AUTHORITY
ADA COUNTY HOUSING AUTHORITY, SHORELINE INC.
AND AFFORDABLE HOUSING SOLUTIONS, INC.**

MEETING OF THE BOARD OF
COMMISSIONERS AND DIRECTORS

May 8, 2024

TIME AND PLACE OF MEETING:

Vice Chair Katie Vila called the meeting to order at 4:00 p.m., on Wednesday, May 8, 2024. The meeting was held at the Boise City Ada County Housing Authorities' Board Room, 1001 S Orchard Street, Boise ID 83705, and via Zoom link.

I. ROLL CALL

Commissioners present: Vice Chair Vila, Commissioner Kent Rock (via Zoom), Commissioner Tim Flaherty, Commissioner Marty Jacobs, Commissioner Krista Paulsen, Commissioner Buffy Jones, Ex-Officio Commissioner Kathy Corless

Commissioners absent: Chair Julianne Donnelly Tzul

Others present: Ada County Deputy Attorney Nichole Solberg, Ada County Deputy Attorney Ammon Taylor, City Attorney Ed Jewell, Executive Director Deanna Watson, Deputy Director Jillian Patterson, Senior Accountant Annette Sampson, IT and Operations Administrator Ron Barstow, Housing Operations and Asset Manager Marissa Henderson, Housing Choice Supervisor Anne Pridmore, and Executive Assistant Mallory VanDercar

II. CONSENT AGENDA

Commissioner Flaherty moved that the board approve the Consent Agenda. Commissioner Paulsen seconded the motion.

A roll call vote was taken.

Vice Chair Vila	Aye
Commissioner Rock	Aye
Commissioner Jacobs	Aye
Commissioner Paulsen	Aye
Commissioner Jones	Aye
Commissioner Flaherty	Aye

The motion to approve the Consent Agenda was passed by roll call vote.

III. REPORTS

A. Chairman's Report

Vice Chair Vila shared that a financial consultant is visiting the agency 5/9/2024, and that they will be meeting with the agency, members of the city, and other community partners. The financial consultant will have a presentation during the June or July Board Meeting and will be available for questions.

B. Executive Director's Report

Executive Director Deanna Watson provided an update on the current budget, noting that when the BCACHA budget was passed in September, a section was allocated for merit increases up to 2%, with Ms. Watson having authority for how to distribute those increases. She shared that this has not been completed yet as the agency has not received the approved budget from HUD. This is typical and the agency has been spending in accordance with the previous year until the new budget is available. She also acknowledged that staff performance is being observed, particularly through the YARDI conversion, and the agency is aware of staff members that will be provided a merit increase.

There was a discussion related to the percentage of the budget that comes from the federal funds. Ms. Watson reported that the vast majority of the budget is federal through HUD, with smaller amounts coming from other federal sources. She noted that staff did receive cost of living adjustments, it is solely the merit-based portion of increases that have not been implemented. She shared that HUD may prorate funding based on other resourcing needs.

Ms. Watson also reported on the YARDI software conversion, expanding on the discussion from the April Board Meeting relating to support for the agency. This has been clarified with YARDI, and the agency has more opportunities for assistance. She also noted that the go-live period that began in March is the start of the implementation period, which is anticipated to take 6-8 months, possibly longer given that BCACHA is two housing authorities. Many factors were assessed in the selection of the new software, including issues with current software, conversations with HUD, and availability of government approved vendors, it was determined that YARDI met all the agencies' needs. Deputy Director Jillian Patterson shared that a challenge in this conversion is that YARDI is not able to access BCACHA data due to confidentiality requirements prohibiting them access to household data.

Ms. Watson also shared that she has started reviewing legislative changes from the 2024 session, noting that the Board has discussed House Bill 545 previously. This bill removed the source of income protection in the nondiscrimination clause. As of July 1st, this bill will go into effect. This also will remove the cap on application fees and allows landlords to withhold security deposits in the event that they are substantially changing or tearing down a unit. Ms. Watson also shared that there was a victory in Senate Bill 1347, which addresses eviction actions that were

brought to court but did not result in an adverse decision against the tenant. In this case, after three years the tenant record will be amended to not show the eviction hearing. She also shared that there is a bill regarding contracting with out of state architects that require them to partner with local agencies.

Report on Properties

Housing Operations and Asset Manager Marissa Henderson reported BCACHA is in the initial stages of working with CSHQA on the Capital Fund Reserve for Emergencies and Natural Disasters award. The agency intends to have this project obligated by August 2024.

BCACHA is also starting work on a remodel for units on Victory Road, resulting in new countertops, bathroom vanity, flooring, paint, plumbing, fixtures, and lighting.

Ms. Henderson also shared that BCACHA received REAC inspections notices for Vine Terrace, Nez Perce, and Liberty Park in June and August. These will be the first inspection completed under the NSPIRE protocol. The goal is to surpass a score of 90.

C. Report on Programs

Deputy Director Jillian Patterson shared that BCACHA is nearing the end of the Section 8 waiting list. BCACHA has not received federal funding yet, however the agency is working with HUD representatives monthly on an anticipated budget to plan budgeting needs going forward. Currently the agency does not have the funding necessary to serve as many households this year. On May 28th, the waiting list will be opened for one month, until June 27th. On May 13th, the agency will post the public announcement announcing the waiting list opening. She shared that the application will be online, with the agency providing accommodations for computer access locations and over the phone application appointments for those in need. 2,500 applications will be selected in a lottery process completed by the YARDI software. The agency is also working on marketing to ensure that announcements materials will be available in seven different languages and will conduct outreach to ensure that this information is widely available. She also shared at the last opening, BCACHA received 3,500 applications. Ms. Patterson provided analysis regarding the function of the waiting list, what happens when applicants reach the top of the list, and the challenges in ensuring participants are served within a limited budget. Ms. Patterson also clarified that the agency accepts vouchers for agency-owned housing, unless the housing already has a subsidy, sharing that a majority of the BCACHA residents do receive vouchers.

Commissioner Rock left the meeting at 4:42 p.m.

Ms. Patterson also shared that the agency is in the process of updating the annual PHA plan, and shared that this will need to be reviewed and approved by the Board in July. This reports on changes that occurred over the last year.

IV. BUSINESS

A. Staff Presentation – PNRN NAHRO Conference

Ms. Patterson, Ms. Pridmore, and Ms. Henderson reported on their participation on the board for the National Association of Housing and Redevelopment Office (NAHRO) as well as their attendance at the NAHRO PNRN conference in Anchorage Alaska in April. Ms. Patterson shared details from presentations at the conference, highlighting anticipated budget updates and policy changes. Ms. Patterson noted that these changes will impact the BCACHA PHA plan. One of the largest updates is the Housing Opportunity through Modernization Act (HOTMA) implementation requirements, which will impact the administration plan. She also reported on NSPIRE. Noting that the Housing Quality Standards (HQS) will be transitioning to NSPIRE. All inspection programs will now fall under NSPIRE, which will increase consistency across housing programs. Ms. Patterson shared that HUD has offered training that BCACHA staff have been attending for Project Based Vouchers, NSPIRE, and more. Ms. Pridmore and Ms. Henderson shared details of conference sessions that they both attended.

Commissioner Krista Paulsen Presentation

Commissioner Paulsen provided a summary of the presentation she gave at the Fettucine Forum in April called *Housing and Home in a Growing Boise*. This highlights how the demands of housing in Boise can be presented to the public, focusing on the implications of the housing crisis and the implications of the roads out of the housing crisis. There was discussion related to Commissioner Paulsen’s findings.

Commissioner Flaherty motioned to Adjourn the meeting at 5:34 p.m.

Documents provided as part of this meeting include:

- BCACHA 4/10/2024 Board Minutes
- Executive Director Update Memo

Respectfully submitted,

Deanna L. Watson, Executive Director _____

Julianne Donnelly Tzul, Chair _____

Date: June 10, 2024
Re: Board Update
To: BCACHA Commissioners
From: Deanna Watson, Executive Director

In preparation for your 6/12/2024 Board Meeting, please find the following information.

Agency and Program Updates

- **Yardi Software Conversion –**
 - We are making progress and are trusting that the processes will start clearing the way for improved functionality, processing and reporting. We were counseled that this is a multi-month process so we are working on diligent patience as we take each step.
 - This week we have two Yardi experts coming to assist us, specifically in the Finance Department with training for department staff and to help us draw pathways between Accounting functions and department functions that rely on one another. We had training in February, but some key dynamics have changed, and we want our full accounting staff to have direct training and interdependent department functions to be as wisely placed as possible.
- **Section 8 (Housing Choice Voucher) Program**
 - Our **waiting list** is open, and the process so far is running smoothly. We will have a current number of applicants for you on Wednesday. While we will have a replenished applicant list, we will be contending with the fact that our per unit costs have risen dramatically as area rents have skyrocketed. Since we receive a fixed amount to provide assistance, and a set number of vouchers, we are helping fewer families due to the fact that we are paying so much more per household. This puts us on track for a funding shortfall. So, we cannot place as many vouchers into the hands of those in need of assistance who are on our waiting list. We are working with HUD, as are a growing number of housing authorities across the nation.
 - We are working with the Department of Health and Welfare on a grant application to secure a small number of rental assistance vouchers for youth aging out of foster care. The application requires a firm commitment evidenced through a Memorandum of Understanding that spells out responsibilities of each party. We have hit some rough water due to Health and Welfare's legal/management concerns about what is required of them. The application is due 6/17.

- We continue to work on outstanding issues with an owner and their property manager re: a property that recently left the **Low Income Housing Tax Credit program**. It appears we are making progress. Article published in Boise Dev publication.
 - We received documents we requested on 5/30. There is a remaining question related to the possible existence of a document restricting rents during the course of the life of a HUD mortgage. I have forwarded questions to our HUD office in Seattle.
 - We have also been in communication with a **property owner re: a downtown property out of compliance** with the non-discrimination aspect of the Housing Assistance Payments (HAP) contracts (**also Housing Choice Voucher Program**). We remain at a stalemate. Thanks to Ada County Legal, we have a draft letter in the works that reminds the owner of the requested information not yet provided. We are exploring best options should the owner continue to be non-responsive.
 - We continue to work with The Pacific Companies regarding our award of Project Based Vouchers for phase two of the New Path property. Projects with multiple sources of government finance must go through a “Subsidy Layering Review” to be completed either by HUD or the State Housing Finance entity. Idaho Housing and Finance Association is in the process of completing the required review and has highlighted some areas the developer might need to revise related to their projected rent levels.
 - Our financial advisors at CSG are providing us with some additional Project Based Voucher expertise. We will be able to utilize their services on this project specifically through a pass-through charge to the developer so will not drawdown funds from our current contract
- **Low Rent Public Housing (LRPH)**
 - We have experienced the completion of the first round of property inspections under the new program “NSPIRE. The results are not as we had anticipated or hoped. A number of conditions failed under the new standards. Some are design features such as water heaters installed to code but with relief valve configuration not to NSPIRE requirements. This affects a number of units at more than one property and results in downgrading of our scores. That, coupled with a number of other failed items, some which we should have caught in our pre-inspection reviews, have left us disappointed. We will regroup once we have met our response requirements and implement new controls to better meet the new standards.
 - Marissa will update you on the status of our grant to enable us to tackle the waste and water lines at Capitol Plaza. This will be a significant undertaking and will involve the temporary displacement of residents during certain phases of the work. We will be working closely with CSHQA on this project.

Financial Advisor –

- Board Presentation this month to provide a high-level overview highlighting three topics-
 - Review of their Boise visit
 - Current Project work
 - Some possibilities for future engagement

Outreach – Community Relations

- Attending Our Path Home Executive Committee Retreat all day 6/10/2024
- Participating in a City task force planning for the shutdown of the hotel program for homeless people in fragile status who will be displaced before the new Interfaith Sanctuary has opened.
- Participating on the steering committee for Boise Neighbors in Need.
- Participated in a panel presentation at BSU as a part of their sponsored New Leadership program for women college students from around the region.
- Terry Reilly and Idaho Community Reinvestment Corp meetings

	A	B	C	D	E	F	G
	Source	Date	Amount	Status	Program	Staff	Use
1	DOJ- OVW Transitional Housing	10/1/2022	\$500,000	Funded	Ada OVW Program	Jillian Patterson	HAP / Operations / Supportive Services
2	HUD- CPD Continuum of Care Permanent Supportive Housing	8/1/2023	\$1,026,213	Funded	Ada COC Program	Jillian Patterson	HAP / Operations / Supportive Services
3	MF Service Coordinator	12/15/2023	\$83,561	Partially Funded	Multifamily Service Coordinator Grant	Marissa Henderson	Fund 1 FTE Service Coordinator position to assist 80 residents of Shoreline Plaza. Funding is dispersed several times throughout the year
4	HUD - FSS Coordinator	1/1/2024	\$179,898	Funded	Boise HCV Program	Jillian Patterson	Fund 2 FTE FSS Coordinator positions
5	HUD - FSS Coordinator	1/1/2024	\$179,898	Funded	Ada HCV Program	Jillian Patterson	Fund 2 FTE FSS Coordinator positions
6	HUD - Operating Subsidy	1/1/2024	\$327,310	Funded	Boise Low Rent Public Housing	Diana Meo	Operating Funds for Capital Plaza and Franklin Plaza
7	HUD - Operating Subsidy	1/1/2024	\$15,444	Funded	Ada Low Rent Public Housing	Diana Meo	Operating Funds for 10 scattered sites
8	HUD - Section 8 Emergency Housing Vouchers Subsidy	1/1/2024	\$45,224	<i>Pending HUD Budget</i>	Boise HCV Program	Annette Sampson/Diana Meo	HAP / Operations
9	HUD - Section 8 HCV Subsidy	1/1/2024	\$971,631	<i>Pending HUD Budget</i>	Boise HCV Program	Annette Sampson/Diana Meo	HAP / Operations
10	HUD - Section 8 HCV Subsidy	1/1/2024	\$610,862	<i>Pending HUD Budget</i>	Ada HCV Program	Annette Sampson/Diana Meo	HAP / Operations
11	HUD - Section 8 Mainstream Subsidy	1/1/2024	\$51,375	<i>Pending HUD Budget</i>	Boise HCV Program	Annette Sampson/Diana Meo	HAP / Operations
12	HUD - Section 8 Mainstream Subsidy	1/1/2024	\$26,839	<i>Pending HUD Budget</i>	Ada HCV Program	Annette Sampson/Diana Meo	HAP / Operations
13	Youth Homeless Demonstration Program Grants	2/26/2024	\$1,174,533.00	Funded	CHOIS	Jillian Patterson	
14	HUD - Emergency Capital Fund	4/12/2024	\$2,074,759.00	<i>Pending</i>	Low Rent Public Housing	Marissa Henderson	Replacement of aged and failing water lines serving residents of Capitol Plaza.
15	Local Government	TBD	\$50,000		Agency	Deanna Watson	Fund Financial Consultant
16	HUD - Capital Fund	5/13/2024	\$34,446.00	<i>Pending</i>	Ada Low Rent Public Housing	Marissa Henderson	Modernization funds for our Acquisition duplexes
17	HUD - Capital Fund	5/13/2024	\$348,491.00	<i>Pending</i>	Boise Low Rent Public Housing	Marissa Henderson	Modernization funds for our Capitol & Franklin Plazas
18	LRPH Service Coordinator	6/1/2024	\$234,060	<i>Pending</i>	Residential Opportunity Self Sufficiency Program	Marissa Henderson	Fund 1 FTE Service Coordinator position to assist 160 residents of Capitol and Franklin Plaza for 3 years
19							

CHARITABLE DONATION AND PARTNERSHIP AGREEMENT

by and between

THE CITY OF BOISE CITY

and

BOISE CITY HOUSING AUTHORITY

THIS CHARITABLE DONATION AND PARTNERSHIP AGREEMENT (“Agreement”) is made this 21 day of May, 2024 (“**Effective Date**”) by and between the city of Boise City, an Idaho municipal corporation organized under the laws of the State of Idaho, by and through its Department of Planning and Development Services, (“**City**”), and Boise City Housing Authority, an independent public body corporate and politic of the state of Idaho (“**BCHA**”), individually referred to as “**Party**,” or together as “**Parties**.”

WHEREAS, the City allocated seven million five hundred thousand dollars (\$7,500,000) in its Fiscal Year (“**FY**”) 2023 budget to be used for supportive housing purposes based on current and ongoing needs of the community, with FY24 appropriation by interim budget change approved on May 21, 2024; and

WHEREAS, as of February 1, 2024, the Idaho Community Foundation, Inc. (“**ICF**”) established a Supportive Housing Investment Fund (“**SHIF**”) for Ada County; and

WHEREAS, The Parties to this agreement have the common goal of addressing homelessness, the challenges that contribute to homelessness, and otherwise meeting the rising demand for permanent supportive housing. The establishment of housing and provision of care and services to support continued housing are critical to addressing homelessness in the community, and benefits the community as a whole regarding public health and safety, economic stability, and overall general welfare; and

WHEREAS, toward this public purpose, the Parties have collaborated in several projects, and now wish to partner in aiding the SHIF; and

WHEREAS, pursuant to ICF’s Supporting Housing Investment Fund for Ada County Agreement (“**Fund Agreement**”), attached hereto as Exhibit A, the use of funds are wholly related to public outcomes as managed and operated by ICF, including but not limited to:

1. Imposing fiduciary obligations on ICF to protect the interests of and purposes of the SHIF;
2. Requiring the delivery of supportive services as part of quality permanent supportive housing projects;
3. Providing awards for projects engaging in evidence-based practices;
4. Managing the SHIF in accordance with long-standing policies to ensure the longevity of the program and its benefit to the community; and

WHEREAS, pursuant to Idaho Code § 50-1909, Boise City has the authority to donate money to BCHA; and

WHEREAS, the City now desires to donate seven million five hundred thousand dollars (\$7,500,000) in funds, and BCHA desires to accept a donation of said amount; and

WHEREAS, pursuant to Idaho Code § 50-1904(c) and other powers as provided therein, BCHA may use such funds to arrange for the services and privileges of the ICF SHIF in connection with housing projects and the occupants thereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The above Recitals are incorporated into this Donation Agreement.
2. **Definitions.** Any terms used and not herein defined shall have the meaning as set forward in the Fund Agreement.
3. **Scope of Agreement.** The purpose of this Agreement is for the donation of funds from the City to BCHA and the continued partnership of the Parties in furthering the public purpose of increasing the availability of supportive housing.
 - 1.1 **Term.** The Parties' obligations shall begin as the Effective Date and shall expire when (a) the SHIF has received BCHA's contribution and (b) ICF has appointed an Advisory Committee to the SHIF.
 - 1.2 **Donation of funds.** Within 30 days of the Effective Date, the City shall transfer funds in THE SUM OF \$7,507,500, as allocated in the City's FY2023 budget and duly appropriated in FY24 ("**Donation Amount**"), to BCHA. The sum of \$7,500 of the Donation Amount is a direct donation to BCHA for any incidental or administrative costs incurred to perform any obligations under this Agreement ("**Administrative Amount**").
 - 1.3 **Contribution to the SHIF.** Within 60 days of the Effective Date, BCHA shall transfer those funds to ICF for contribution of not less than \$7,500,000 ("**Contribution Amount**"), inclusive of any interest accrued on the Donation Amount, to the SHIF, as governed by the terms and conditions herein, for the purpose of aiding permanent supportive housing in housing projects in Ada County. Within ten (10) days of its transfer of the Contribution Amount, BCHA shall deliver to the City copies of any executed Agreement between BCHA and ICF and evidence of the completed transfer and deposit into the SHIF.
 - 1.4 **Advisors to the SHIF.** Each of the Party, by execution of this Agreement, acknowledges its willingness and desire to participate as Advisor to the SHIF for a term or terms as each may be appointed by ICF.
4. **No Ongoing Control or Financial Obligations.** Nothing in this Agreement shall be construed to allow the City any ongoing control of the handling of funds, except as may be advisory only pursuant to its potential role as Advisor to the SHIF and outlined in the Fund Agreement. Further, nothing in this Agreement shall create any ongoing financial commitment by either Party to the other or to commit any future funds of the City or BCHA to either Party or to the SHIF. Any additional donation or contribution will only take place as authorized and approved by the City and/or BCHA either individually or as may be further agreed to by the Parties.
5. **Indemnification.** To the fullest extent permitted by law, City shall defend, indemnify, and hold BCHA, its officers, agents, and employees harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties, arising out of or resulting from the Parties' performance of the activities, obligations and responsibilities under

this Agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, the City itself could be liable under state and federal statutes, regulations, common law, and other law. City's duty to defend, indemnify, and hold BCHA harmless shall not apply to liability for damages caused by or resulting from the negligence or wrongful acts of BCHA, its officers, agents or employees. City's indemnification and defense of BCHA is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against the City.

6. **Default; Remedies.** Should BCHA default or fail to perform under this Agreement, the City, as its sole remedy, retains the right to demand and receive the return of the full Donation Amount and recover Attorney's Fees as provided for in Section 13. herein. Should the City default or fail to perform under this Agreement, BCHA, as its sole remedy, retains the right to demand and receive payment of the Administrative Amount and recover Attorney's Fees as provided for in Section 13. herein. Such demand for the receipt of funds by either Party shall be made by giving written notice to the defaulting Party. The defaulting Party shall have thirty (30) days after receipt of the notice to cure the default, or pay the remedy to the other Party.
7. **Amendment.** This Agreement contains all of the agreements and conditions made between the Parties hereto and may not be amended or modified orally or in any manner other than by agreement in writing signed by the Parties hereto.
8. **No Third-Party Rights.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.
9. **Force Majeure.** Neither City nor BCHA shall be considered in default in the performance of their obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure shall include, without limitation, pandemic, epidemic, natural disasters, strikes, lockouts, fires, riots, civil commotion or civil unrest, incendiarism, interference by civil or military authorities, compliance with the regulations or orders of any governmental authorities which were not in effect at the time of execution. The City shall grant BCHA a reasonable extension of time in the event that conditions beyond BCHA's control render timely performance of BCHA's responsibilities impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both Parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists.
10. **No Joint Venture.** The Parties intend that nothing in this Agreement shall be construed to create any formal agency, partnership, joint venture or other form of joint enterprise, as such terms may be defined by state law, or other employment or fiduciary relationship between the Parties and neither Party shall have the authority to contract for or bind the other Party in any manner.
11. **Attorney's Fees.** If either Party brings any action or proceeding to enforce its remedies as provided for herein, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction.
12. **Governing Law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. In the event of a dispute, venue shall be in the courts in Ada County, Idaho.

13. **Termination for Convenience of City.** Prior to BCHA’s transfer of the Contribution Amount, the City may terminate this Agreement for any reason at any time by giving at least fifteen (15) days' notice in writing to BCHA. If the Agreement is terminated by the City as provided herein, the City shall compensate BCHA for all administrative costs up to the date of written notice of termination.
14. **Severability.** If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.
15. **Anti-Boycott.** Pursuant to Idaho Code § 67-2346, BCHA affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The term “boycott Israel” shall have the meanings described in Idaho Code § 67-2346.
16. **Notices.** Written notices to the Parties shall be given by registered or certified mail, postage prepaid, and addressed to said Parties at the addresses below, unless otherwise designated by written notice to the other parties:

Boise City Housing Authority
Deanna Watson, Executive Director
1001 South Orchard Street
Boise, ID 83705

City of Boise
Casey Mattoon, Our Path Home Manager
Housing & Community Development Division
Planning & Development Services Department
150 N. Capitol Blvd
Boise, ID 83702

All such notices, except as otherwise provided, may either be delivered personally deposited in the United States mail, properly addressed with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

17. **Authorization; Counterpart Signatures.** Each Party hereby represents that it has been fully authorized to execute this Agreement and be bound thereto. This Agreement may be executed in one or more counterparts, with signatures delivered by electronic signatures, fax, or emailed PDF documents, all of which counterparts taken together will comprise one document.

IN WITNESS WHEREOF, the City and BCHA have executed this Agreement as of the date first written above.

[Signature page follows.]

By City:

Lauren McLean

Lauren McLean, Mayor

5/21/2024

(Date)

City of Boise
150 N Capitol Blvd
Boise, Idaho 83702

ATTEST:

Lynda Lowry

Lynda Lowry, City Clerk

5/21/2024

(Date)



By Boise City Housing Authority:

Julianne Donnelly Tzul, Chair

(Date)

Deanna Watson, Executive Director

(Date)

Boise City Housing Authority
1001 South Orchard St
Boise, Idaho 83705



Supportive Housing Investment Fund for Ada County
(Special Project Fund Type)

The Idaho Community Foundation, Inc. (Community Foundation), an Idaho nonprofit corporation, establishes a fund to be known as the Supportive Housing Investment Fund for Ada County (Fund). The Fund is subject to the following terms and conditions.

I. CONTRIBUTION

We hereby irrevocably accept the assets described in the attached Schedule A to the Community Foundation, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986. Donor(s) to the Fund understand that this is an irrevocable gift, which will be used to maintain a charitable fund of the Community Foundation, subject to the Community Foundation's governing documents and bylaws, each as may be amended and restated from time to time. The Community Foundation may also receive additional contributions to add to the Fund pursuant to the Community Foundation's gift acceptance policies.

II. PURPOSE

The purpose of the Fund shall be to provide support of the Community Foundation's charitable activities and all other exempt purposes as directed by the Board of Directors (Board). The purpose is further described on Schedule A.

III. DISTRIBUTIONS

Distributions from the Fund shall be made pursuant to the Community Foundation's grant or distribution policies. Further direction provided on Schedule A will guide the Community Foundation with distributions from the Fund.

Distributions from the Fund may be made in any amount not to exceed the balance of the Fund.

The individuals specified on Schedule A may serve as Advisors to the Fund. The Community Foundation welcomes recommendations from Advisors about distributions from the Fund.

- a. All recommendations are advisory in nature. The Community Foundation will independently determine whether recommendations it receives are consistent with the Community Foundation's charitable purposes. The Community Foundation may accept or reject recommendations. The Community Foundation is not required to wait for recommendations before making distributions from the Fund.
- b. The Community Foundation cannot make distributions to fulfill any pledge, obligation, or membership, or to support any activity from which a donor, Advisor or related party will receive a benefit.
- c. Distributions from the Fund shall not be made to individuals nor to an organization for the benefit of a specific individual.

IV. VARIANCE POWER

The Fund is a component fund of the Community Foundation, and its assets are assets of the Community Foundation. The Fund is subject to the Community Foundation's governing instruments including the Community Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Community Foundation (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

V. FEES

The Community Foundation will assess administrative and investment management fees against the Fund in accordance with the Community Foundation's published fee schedule, as amended from time to time. The Community Foundation may also assess the Fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund. These fees are described on Schedule A.

INVESTMENTS

The assets of the Fund will be invested according to the Community Foundation's investment policies, as may be amended from time to time by the Community Foundation's Investment Subcommittee and Board. The Community Foundation maintains investment pools with varying risk and return objectives. All investment options are reviewed and approved by the Community Foundation's Investment Subcommittee and Board and may change from time to time as the Board determines.

These pools are described on Schedule A. The Advisory Committee may make recommendations to the Community Foundation for investment of the Fund in these pools. All recommendations must be in writing.

VI. ADMINISTRATION

The Fund will be administered in accordance with the normal and customary policies of the Community Foundation. Schedule A constitutes an integral part of this agreement.

By: Idaho Community Foundation, Inc.

Signature: 

Name: Steve Burns

Title: President and CEO

Date: February 1, 2024

Signature: 

Name: Judith K. Ramos

Title: VP, Finance and Operations

Date: February 1, 2024

Supportive Housing Investment Fund for Ada County

SCHEDULE A

CONTRIBUTION

Contributions to the Community Foundation intended for the Fund will be comingled with contributions from various donors and may be accepted from a variety of sources.

PURPOSE

The Community Foundation will summarize a description of the Fund for use in public purposes such as the Community Foundation website and other publications.

The Fund exists to increase the availability of supportive housing, an evidence-based intervention that pairs affordable housing with flexible and responsive supportive services. It will address known funding gaps for Permanent Supportive Housing (PSH) projects, namely for intensive, supportive services at single-site PSH developments.

The Fund is intended to help drive systems change and move the local supportive housing funding model away from annual project funding requests to the development of a pooled funding model where philanthropy, health systems, and government funding are leveraged together toward the goal of ending homelessness in Ada County. It is intended to support existing PSH developments in Ada County as well as new PSH projects that are or will be included in the supportive housing development pipeline. The Fund actively seeks new funds and funding partners. It will continue to operate as long as its purpose is still needed and funds exist to support it.

To further clarify the purpose of the Fund, terms referred to have been further defined per the attached Schedule C.

DISTRIBUTIONS

The amount available for distribution shall be distributed for the purposes listed below. For all purposes, distributions are not intended to replace existing funding, but should instead fill gaps and/or help further a path to other sustainable funding sources. It is intended that funding should not be provided for any of the Secondary Eligible Purpose(s) unless all potential projects associated with the pipeline of single-site PSH as outlined in the Primary Eligible Purpose have been funded.

Primary Eligible Purpose (intended to be considered before Secondary Eligible Purposes)

Supportive Services Delivery at Single-site PSH

To ensure the delivery of supportive services as part of a quality PSH project in which all units are located in the same building or complex.

Secondary Eligible Purposes

Supportive Services Delivery at Scattered-site PSH

To ensure the delivery of supportive services as part of a quality supportive housing project in which units are located in individual apartments or homes throughout the community. Units that are connected to the services funded under this category must be affordable to tenants typically through rental assistance that may be connected to the unit or to the participating tenant.

Supportive Services Delivery at Integrated Supportive Housing

To ensure access to units and/or the delivery of supportive services as part of a quality supportive housing project in which a group of PSH units are located in a building or complex that is not 100% supportive housing.

Development Subsidies for Integrated Supportive Housing

To spur the development of deeply affordable units aligned with supportive services, as long as the parties agree the funding contributes to a specific number of dedicated supportive housing units to be filled by referrals from coordinated entry over a minimum period of affordability.

Supportive Housing Pipeline

To provide awards to support new site-based PSH developments with operating, capital or other costs. Such awards should only be made if the identified funding is critical to ensuring that the development successfully opens.

Eligible Awardees

Funded organizations must be verified as registered Partner Organizations of, or have a formal agreement signed with, Our Path Home. They must also be requesting funding for a program or initiative that aligns with the Primary and/or Secondary Eligible Purposes.

The Fund retains advisory privileges. Once the privilege of advising terminates, the Fund will be reclassified as a Field of Interest Fund. Distributions from this subsequent fund will be limited by the following parameters:

To further the availability of affordable housing aligned with supportive services for very low-income households with histories of homelessness and/or risk of imminent homelessness. Address funding gaps for supportive housing quality standards including the use of the Housing First Approach. Should this purpose require further clarity the Community Foundation will consult with the Advisory Committee and/or community leaders within this area of expertise.

ADVISORS

The Community Foundation intends to establish an Advisory Committee (Committee) for the Fund per the attached Schedule B. The Committee will consist of at least six (6) Advisors, all of whom must be appointed by the Community Foundation. Less than a majority of the Advisors may be a donor, persons related to a donor, or persons a donor appoints. The Community Foundation may appoint an Advisor based on objective criteria related to the expertise of such person and such person will not be deemed to be appointed or designated by the Donor. If at any time there is more than one Advisor to the Fund, the Advisors will appoint a Designee and all communications to and from the Community Foundation will be through the Designee. If there is no Designee appointed, the Designee will be the first Committee Advisor listed.

FEES

The Fund will have the following fees initially applied:

Creating the fund and processing the inflow of contributions.

Fee Component

- Gift Fee of 2.0% on all contributions.

Assumptions

- ICF creates the Fund with guidance from experts for the Fund purpose.
- Contributions are anticipated to be at least Seven Million (\$7,500,000.00) the first year.
- Funding sources do not generate from federal funds requiring a Single Audit.

General Services Included

- Review and acceptance of standard grant documents if requested by donor.
- Provide receipts to donors.
- Public acknowledgement of their involvement as appropriate.

Managing the fund and providing financial reporting.

Fee Component

- Balance Fee of 1.0% annually, assessed quarterly on the average balance up to Five Million (\$5,000,000.00).
- Balance Fee of 0.5% annually, assessed quarterly on the average balance above Five Million (\$5,000,000.00).
- Investment Fee of approximately 0.2% annually, of the average balance, assessed quarterly on the pro rata share of actual costs.

Assumptions

- Investment per current policies and available investment options.

General Services Included

- Standard reporting quarterly on the Fund balance and activities.
- Customized reporting quarterly or monthly as agreed upon with Committee.
- Access to the Community Foundation's fundholder site for Committee.

Developing the grant program and administering grants and other disbursements along with any contract or reporting requirements.

Fee Component

- General services included in other fees, no additional fee currently identified.

Assumptions

- Grants made per current policies to charitable organizations.
- Reporting requirements oversight as agreed upon with Committee.
- Disbursements of approximately 50 in a calendar year, based on an estimate of four projects with monthly disbursements.

General Services Included

- Grant program developed as agreed upon with Committee.
- Documentation to support grant program.
- Application, award and compliance process as agreed upon with Committee.

Providing other services such as administration of the Committee, consulting with legal counsel and potential audit requirements.

Fee Component

- General services included in other fees, no additional fee currently identified.

Assumptions

- Quarterly meetings of the Committee, or monthly as needed.
- No specific accounting or legal services specific to the Fund.

General Services Included

- Coordination of meetings of the Committee.
- Attendance by Community Foundation staff, including additional staff, Board or Board Committee members as needed.
- Review of issues potentially requiring additional fees with Committee.

Fee structure shall be reevaluated and reviewed with Committee if the assumptions and/or purpose of the Fund are modified. Specific additional services requested or required that could cause additional fees shall be reviewed with Committee as necessary prior to incurring relevant costs.

INVESTMENTS

The Community Foundation offers the flexibility to recommend one of the following investment options for the Fund. This allows the Committee to match an investment strategy with their risk tolerance and long-term objectives for the Fund.

<u>Fund Duration</u>	<u>Investment Strategy</u>
<input checked="" type="checkbox"/> Short-Term (less than 1 year)	100% money market
<input type="checkbox"/> Short- to Mid-Term (in 1-2 years)	20% equity/80% bonds
<input type="checkbox"/> Mid-Term (2-5 years)	40% equity/60% bonds
<input type="checkbox"/> Mid- to Long-Term (5-7 years)	60% equity/40% bonds
<input type="checkbox"/> Long-Term (more than 7 years)	80% equity/20% bonds
<input type="checkbox"/> Social Index (undetermined)	100% equity

ANONYMITY/PUBLICITY

To recognize and honor our donors and partners, the Community Foundation’s policy is to include their names in publicity about the Community Foundation unless they wish to remain anonymous.

Supportive Housing Investment Fund for Ada County

SCHEDULE B ADVISORY COMMITTEE CHARTER

PURPOSE

To define the roles and responsibilities of the Advisory Committee (Committee) for the Fund.

MEMBERSHIP

The Committee shall consist of at least six (6) Advisors as listed below, all of whom must be appointed by the Community Foundation. The Committee may make recommendations to the Community Foundation to add additional positions to the Committee. Advisors shall be appointed to one (1) year terms which may be renewable.

Advisors should possess the following qualifications:

- Commitment to ending homelessness in Ada County
- Commitment to expanding the availability of supportive housing in Ada County

Advisors should also possess one or more of the following:

- Lived experience of homelessness and/or supportive housing, current or prior
- Experience with one or more systems that are connected to the purpose of the fund such as housing, health or homelessness response
- Participation through contributing directly to the Fund and/or providing leverage to support the successful achievement of the Fund's purpose

The Advisory Committee shall consist of:

1. Our Path Home Representative
2. City of Boise Representative
3. Boise City/Ada County Housing Authorities Representative
4. Health system Representative
5. Persons with lived experience of homelessness and/or supportive housing
6. Community Foundation Representative

Upon the resignation, death, incapacity, or other disqualification of an Advisor, the Community Foundation shall appoint an Advisor to fill the vacant position. The Committee may recommend individuals to the Community Foundation to fill vacancies.

MEETINGS

The Committee shall meet as often as may be deemed necessary or appropriate, but no fewer than four times annually. Attendance by a simple majority of the Advisors at a meeting constitutes a quorum for the transaction of business. Except as otherwise desired by the Committee, others who are not Advisors may attend meetings at the discretion of the Designee and Community Foundation, but such individuals shall have no voting rights. Meetings of the Committee shall be documented and the Committee and/or Community Foundation may designate an individual to attend meetings for this purpose.

FUND PURPOSE

The Committee may make recommendations to the Community Foundation should the purpose of the Fund require modification. Any recommendations should align with the original purpose established for the Fund and may require approval by the Board.

DISTRIBUTIONS

The Committee may make recommendations to the Community Foundation regarding Eligible Purposes and/or Eligible Awardees. Recommendations should align with the original purpose established for the Fund and may require approval by the Board.

FEES

As necessary, the Community Foundation and Committee will determine a mutually agreed upon fee schedule to be reviewed at least on an annual basis.

INVESTMENTS

The Committee may make recommendations to the Community Foundation regarding investment options for the Fund. The Community Foundation will provide information and investment performance to assist with those recommendations. Investment strategy shall be reviewed at least on an annual basis.

OTHER RESPONSIBILITIES

Advisors shall regularly attend meetings, review materials in advance, complete onboarding webinars and readings, and remain informed of the Fund progress. The Committee shall review annually its performance (including its effectiveness and compliance with this Charter) and recommend any material changes to the Community Foundation for its approval.

Supportive Housing Investment Fund for Ada County

SCHEDULE C GLOSSARY OF TERMS

PERMANENT SUPPORTIVE HOUSING (PSH)

According to the Corporation for Supportive Housing, Permanent Supportive Housing (PSH) is the combination of permanent, deeply affordable housing with wraparound supportive services. PSH is an evidence-based approach for people with more complex needs such as history of chronic homelessness, substance use disorder, incarceration or disability. As a model, PSH is inextricably linked to a Housing First systems approach, where individuals are immediately connected to housing and provided ongoing supportive services. One of the most important tenets of both is that tenancy is not dependent on participation in supportive services.¹

Supportive housing projects are diverse but are typically apartment units that share the following characteristics:

- Prioritizes households facing multiple barriers to housing stability, including those whose heads of household are: experiencing homelessness; at risk of homelessness; or are staying in an institution because they have no other option; experiencing employment challenges; exiting other systems such as child welfare and justice; living with mental illness, substance use, and/or other disabling or chronic health conditions; and most impacted by structural and institutional racism.
- Recognizes the impacts of structural and institutional racism, including current practices of racial bias and discrimination, that serve as barriers to accessing housing, and actively creates an inclusive space rooted in racial equity.
- Is affordable (the tenant household ideally pays no more than 30% of its income toward rent).
- Provides tenant households with a lease or sublease that is identical to a market rate lease with no limits on length of tenancy, as long as lease terms and conditions are met.
- Proactively engages all members of the tenant household in a flexible and comprehensive array of supportive services without requiring participation in services as a condition of ongoing tenancy.
- Effectively coordinates with key partners to focus on fostering housing stability (including addressing issues resulting from substance use, mental health and other crises) and overall well-being.
- Supports tenants in connecting with community-based resources and activities, interacting with diverse individuals in the broader community, building strong social support networks, and creating a sense of belonging in their community.²

HOUSING FIRST

Housing first is a philosophy that homelessness can be most efficiently ended by providing someone with access to safe, decent and affordable housing. Although an individual experiencing homelessness may benefit from supportive services such as mental health or substance abuse counseling, participation in these services is not a prerequisite to access housing or a condition of maintaining it. In fact, the stability that a housing unit provides bolsters a tenant's ability to participate in these services.

The housing first approach to housing and service delivery focuses on simplifying the process of accessing housing through streamlining the application process and removing unnecessary documentation or site visits. It also ensures that supportive housing tenants are not subject to conditions of tenancy exceeding that of a normal leaseholder, including participation in treatment or other services.³

SCATTERED-SITE SUPPORTIVE HOUSING

This term generally refers to a supportive housing initiative in which participating tenants live in housing units that are in multiple buildings and/or neighborhoods. Often these units are made affordable through rental assistance.

SINGLE-SITE SUPPORTIVE HOUSING

This term refers to a type of supportive housing in which all of the units that are part of a given initiative are in one building or complex. When some of the units in a building are supportive housing and some are not or when tenants have a mix of incomes, it is sometimes referred to as integrated housing.

INTEGRATED SUPPORTIVE HOUSING

Sometimes also referred to as mixed income/mixed tenancy, integrated supportive housing refers to a supportive housing initiative in which some of the units in a given building or complex are supportive housing, meaning dedicated to accept tenant referrals from supportive housing programs and/or coordinated entry, and some are not. It also may mean that tenants have a range of incomes, with some units having subsidized rent or tenants with rental assistance and some that are at market rate. It can also refer to a building in which there is a mix of tenancy types such as older adults and families who have experienced homelessness.

SUPPORTIVE HOUSING PIPELINE

Our Path Home published a Supportive Housing Plan in 2021 with the intention of defining the data-informed need for scaled supportive housing in Ada County. Since then, Our Path Home and its partner organization have adopted the goal of developing 250 new units of single-site PSH and sustainably funding supportive services at all single-site developments. The pipeline shall refer to any projects that are included as part of this effort, as verified by Our Path Home staff, who will provide an updated list of developments to the Advisory Committee at each of their meetings.

OUR PATH HOME PARTNER

A partner is defined by either a registered, approved member organization of Our Path Home as verified by Our Path Home staff in alignment with the Continuum of Care's Membership Policy or an organization that otherwise has a signed, formal agreement with Our Path Home.

SUPPORTIVE SERVICES DELIVERY (SSD)

Supportive housing requires that tenants have access to a flexible and responsive array of voluntary services. All tenants are provided with a range of options for services that includes how to access case management services, medical services, mental health services, substance abuse treatment services, peer support, parenting skills, education, vocational and employment services, money management services, life skills training, and advocacy. Service staff actively involves tenants in the design, development, and implementation of their individualized service plans. Service needs assessments and individualized service plans are updated regularly to reflect tenants' changing service needs and goals. Services support tenants in obtaining and sustaining stable housing as well as making progress toward thriving in their lives.

1. Corporation for Supportive Housing. Housing First 101 – A Quick Guide for Health Centers.
<https://www.csh.org/wp-content/uploads/2023/02/HousingFirst-Guide-Feb-2023-compressed.pdf>
2. Corporation for Supportive Housing. CSH Quality Supportive Housing Standards—Guidebook.
<https://www.csh.org/wp-content/uploads/2022/11/Standards-for-Quality-Supportive-Housing-Guidebook-2022.pdf>
3. Corporation for Supportive Housing. Supportive Housing Quality Toolkit.
<https://www.csh.org/toolkit/supportive-housing-quality-toolkit/housing-and-property-management/housing-first-model/>

**BOISE CITY HOUSING AUTHORITY
RESOLUTION NO. 1-2024**

RESOLUTION APPROVING A CHARITABLE DONATION AND PARTNERSHIP AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY AND THE BOISE CITY HOUSING AUTHORITY; AUTHORIZING THE CHAIR AND EXECUTIVE DIRECTOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boise City Housing Authority (“BCHA”) is an independent, duly authorized, and operating public body corporate and politic of the State of Idaho, and governed by a Board of Commissioners (the “Board”); and

WHEREAS, the City of Boise City (“City”) has allocated and appropriated seven million five hundred thousand dollars (\$7,500,000) to be used for supportive housing purposes based on current and ongoing community need; and

WHEREAS, as of February 1, 2024, the Idaho Community Foundation, Inc. (“ICF”), an Idaho non-profit corporation, established a Supportive Housing Investment Fund (“SHIF”) for the Ada County area; and

WHEREAS, the City and the BCHA share a common goal of addressing homelessness, the challenges that contribute to homelessness, and otherwise meeting the rising demand for permanent supportive housing; and

WHEREAS, the City and the BCHA have collaborated and partnered in several projects to work toward addressing this public purpose; and

WHEREAS, use of funds contributed to the SHIF will be wholly related to public outcomes as managed and operated by ICF according to the SHIF governing documents, including the delivery of supportive services as part of permanent supportive housing projects; and

WHEREAS, pursuant to Idaho Code § 50-1909, the City has the authority to donate money to the BCHA and the BCHA has authority to receive such donations; and

WHEREAS, the City desires to donate seven million five hundred thousand dollars (\$7,500,000) to the BCHA to be used in conjunction with the SHIF and the BCHA desires to accept said donation through a Charitable Donation and Partnership Agreement (“Agreement”), attached to this Resolution as Exhibit A; and

WHEREAS, pursuant to Idaho Code § 50-1904 and the powers set forth therein, the BCHA may use such donation funds to arrange for the services and privileges of the SHIF administered by ICF in connection with housing projects and the occupants thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. That the Agreement between the City and the BCHA, attached as Exhibit A and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.
2. That the Board Chair and Executive Director be, and they hereby are, directed and authorized to execute the Agreement for and on behalf of the BCHA.
3. That the Executive Director, and BCHA staff at the direction of the Executive Director, are authorized to take all necessary steps, in accordance with applicable law, to carry out the intent of this Resolution.
4. That all past proceedings and actions of the Board, the BCHA, and its Executive Director, officers, agents and employees, as applicable, taken in connection with the matters described herein, are hereby in all respects ratified.
5. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED this day, **June 12, 2024**, by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

BOISE CITY HOUSING AUTHORITY

Julianne Donnelly-Tzul, Board Chair

ATTEST:

Deanna L. Watson, Executive Director

EXHIBIT A

Charitable Donation and Partnership Agreement

(16 pages – attached)

CHARITABLE DONATION AND PARTNERSHIP AGREEMENT

by and between

THE CITY OF BOISE CITY

and

BOISE CITY HOUSING AUTHORITY

THIS CHARITABLE DONATION AND PARTNERSHIP AGREEMENT (“Agreement”) is made this 21 day of May, 2024 (“**Effective Date**”) by and between the city of Boise City, an Idaho municipal corporation organized under the laws of the State of Idaho, by and through its Department of Planning and Development Services, (“**City**”), and Boise City Housing Authority, an independent public body corporate and politic of the state of Idaho (“**BCHA**”), individually referred to as “**Party**,” or together as “**Parties**.”

WHEREAS, the City allocated seven million five hundred thousand dollars (\$7,500,000) in its Fiscal Year (“**FY**”) 2023 budget to be used for supportive housing purposes based on current and ongoing needs of the community, with FY24 appropriation by interim budget change approved on May 21, 2024; and

WHEREAS, as of February 1, 2024, the Idaho Community Foundation, Inc. (“**ICF**”) established a Supportive Housing Investment Fund (“**SHIF**”) for Ada County; and

WHEREAS, The Parties to this agreement have the common goal of addressing homelessness, the challenges that contribute to homelessness, and otherwise meeting the rising demand for permanent supportive housing. The establishment of housing and provision of care and services to support continued housing are critical to addressing homelessness in the community, and benefits the community as a whole regarding public health and safety, economic stability, and overall general welfare; and

WHEREAS, toward this public purpose, the Parties have collaborated in several projects, and now wish to partner in aiding the SHIF; and

WHEREAS, pursuant to ICF’s Supporting Housing Investment Fund for Ada County Agreement (“**Fund Agreement**”), attached hereto as Exhibit A, the use of funds are wholly related to public outcomes as managed and operated by ICF, including but not limited to:

1. Imposing fiduciary obligations on ICF to protect the interests of and purposes of the SHIF;
2. Requiring the delivery of supportive services as part of quality permanent supportive housing projects;
3. Providing awards for projects engaging in evidence-based practices;
4. Managing the SHIF in accordance with long-standing policies to ensure the longevity of the program and its benefit to the community; and

WHEREAS, pursuant to Idaho Code § 50-1909, Boise City has the authority to donate money to BCHA; and

WHEREAS, the City now desires to donate seven million five hundred thousand dollars (\$7,500,000) in funds, and BCHA desires to accept a donation of said amount; and

WHEREAS, pursuant to Idaho Code § 50-1904(c) and other powers as provided therein, BCHA may use such funds to arrange for the services and privileges of the ICF SHIF in connection with housing projects and the occupants thereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The above Recitals are incorporated into this Donation Agreement.
2. **Definitions.** Any terms used and not herein defined shall have the meaning as set forward in the Fund Agreement.
3. **Scope of Agreement.** The purpose of this Agreement is for the donation of funds from the City to BCHA and the continued partnership of the Parties in furthering the public purpose of increasing the availability of supportive housing.
 - 1.1 **Term.** The Parties' obligations shall begin as the Effective Date and shall expire when (a) the SHIF has received BCHA's contribution and (b) ICF has appointed an Advisory Committee to the SHIF.
 - 1.2 **Donation of funds.** Within 30 days of the Effective Date, the City shall transfer funds in THE SUM OF \$7,507,500, as allocated in the City's FY2023 budget and duly appropriated in FY24 ("**Donation Amount**"), to BCHA. The sum of \$7,500 of the Donation Amount is a direct donation to BCHA for any incidental or administrative costs incurred to perform any obligations under this Agreement ("**Administrative Amount**").
 - 1.3 **Contribution to the SHIF.** Within 60 days of the Effective Date, BCHA shall transfer those funds to ICF for contribution of not less than \$7,500,000 ("**Contribution Amount**"), inclusive of any interest accrued on the Donation Amount, to the SHIF, as governed by the terms and conditions herein, for the purpose of aiding permanent supportive housing in housing projects in Ada County. Within ten (10) days of its transfer of the Contribution Amount, BCHA shall deliver to the City copies of any executed Agreement between BCHA and ICF and evidence of the completed transfer and deposit into the SHIF.
 - 1.4 **Advisors to the SHIF.** Each of the Party, by execution of this Agreement, acknowledges its willingness and desire to participate as Advisor to the SHIF for a term or terms as each may be appointed by ICF.
4. **No Ongoing Control or Financial Obligations.** Nothing in this Agreement shall be construed to allow the City any ongoing control of the handling of funds, except as may be advisory only pursuant to its potential role as Advisor to the SHIF and outlined in the Fund Agreement. Further, nothing in this Agreement shall create any ongoing financial commitment by either Party to the other or to commit any future funds of the City or BCHA to either Party or to the SHIF. Any additional donation or contribution will only take place as authorized and approved by the City and/or BCHA either individually or as may be further agreed to by the Parties.
5. **Indemnification.** To the fullest extent permitted by law, City shall defend, indemnify, and hold BCHA, its officers, agents, and employees harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties, arising out of or resulting from the Parties' performance of the activities, obligations and responsibilities under

this Agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, the City itself could be liable under state and federal statutes, regulations, common law, and other law. City's duty to defend, indemnify, and hold BCHA harmless shall not apply to liability for damages caused by or resulting from the negligence or wrongful acts of BCHA, its officers, agents or employees. City's indemnification and defense of BCHA is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against the City.

6. **Default; Remedies.** Should BCHA default or fail to perform under this Agreement, the City, as its sole remedy, retains the right to demand and receive the return of the full Donation Amount and recover Attorney's Fees as provided for in Section 13. herein. Should the City default or fail to perform under this Agreement, BCHA, as its sole remedy, retains the right to demand and receive payment of the Administrative Amount and recover Attorney's Fees as provided for in Section 13. herein. Such demand for the receipt of funds by either Party shall be made by giving written notice to the defaulting Party. The defaulting Party shall have thirty (30) days after receipt of the notice to cure the default, or pay the remedy to the other Party.
7. **Amendment.** This Agreement contains all of the agreements and conditions made between the Parties hereto and may not be amended or modified orally or in any manner other than by agreement in writing signed by the Parties hereto.
8. **No Third-Party Rights.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.
9. **Force Majeure.** Neither City nor BCHA shall be considered in default in the performance of their obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure shall include, without limitation, pandemic, epidemic, natural disasters, strikes, lockouts, fires, riots, civil commotion or civil unrest, incendiarism, interference by civil or military authorities, compliance with the regulations or orders of any governmental authorities which were not in effect at the time of execution. The City shall grant BCHA a reasonable extension of time in the event that conditions beyond BCHA's control render timely performance of BCHA's responsibilities impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both Parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists.
10. **No Joint Venture.** The Parties intend that nothing in this Agreement shall be construed to create any formal agency, partnership, joint venture or other form of joint enterprise, as such terms may be defined by state law, or other employment or fiduciary relationship between the Parties and neither Party shall have the authority to contract for or bind the other Party in any manner.
11. **Attorney's Fees.** If either Party brings any action or proceeding to enforce its remedies as provided for herein, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction.
12. **Governing Law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. In the event of a dispute, venue shall be in the courts in Ada County, Idaho.

13. **Termination for Convenience of City.** Prior to BCHA’s transfer of the Contribution Amount, the City may terminate this Agreement for any reason at any time by giving at least fifteen (15) days' notice in writing to BCHA. If the Agreement is terminated by the City as provided herein, the City shall compensate BCHA for all administrative costs up to the date of written notice of termination.
14. **Severability.** If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.
15. **Anti-Boycott.** Pursuant to Idaho Code § 67-2346, BCHA affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The term “boycott Israel” shall have the meanings described in Idaho Code § 67-2346.
16. **Notices.** Written notices to the Parties shall be given by registered or certified mail, postage prepaid, and addressed to said Parties at the addresses below, unless otherwise designated by written notice to the other parties:

Boise City Housing Authority
Deanna Watson, Executive Director
1001 South Orchard Street
Boise, ID 83705

City of Boise
Casey Mattoon, Our Path Home Manager
Housing & Community Development Division
Planning & Development Services Department
150 N. Capitol Blvd
Boise, ID 83702

All such notices, except as otherwise provided, may either be delivered personally deposited in the United States mail, properly addressed with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

17. **Authorization; Counterpart Signatures.** Each Party hereby represents that it has been fully authorized to execute this Agreement and be bound thereto. This Agreement may be executed in one or more counterparts, with signatures delivered by electronic signatures, fax, or emailed PDF documents, all of which counterparts taken together will comprise one document.

IN WITNESS WHEREOF, the City and BCHA have executed this Agreement as of the date first written above.

[Signature page follows.]

By City:

Lauren McLean

Lauren McLean, Mayor

5/21/2024

(Date)

City of Boise
150 N Capitol Blvd
Boise, Idaho 83702

ATTEST:

Lynda Lowry

Lynda Lowry, City Clerk

5/21/2024

(Date)



By Boise City Housing Authority:

Julianne Donnelly Tzul, Chair

(Date)

Deanna Watson, Executive Director

(Date)

Boise City Housing Authority
1001 South Orchard St
Boise, Idaho 83705



Supportive Housing Investment Fund for Ada County
(Special Project Fund Type)

The Idaho Community Foundation, Inc. (Community Foundation), an Idaho nonprofit corporation, establishes a fund to be known as the Supportive Housing Investment Fund for Ada County (Fund). The Fund is subject to the following terms and conditions.

I. CONTRIBUTION

We hereby irrevocably accept the assets described in the attached Schedule A to the Community Foundation, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986. Donor(s) to the Fund understand that this is an irrevocable gift, which will be used to maintain a charitable fund of the Community Foundation, subject to the Community Foundation's governing documents and bylaws, each as may be amended and restated from time to time. The Community Foundation may also receive additional contributions to add to the Fund pursuant to the Community Foundation's gift acceptance policies.

II. PURPOSE

The purpose of the Fund shall be to provide support of the Community Foundation's charitable activities and all other exempt purposes as directed by the Board of Directors (Board). The purpose is further described on Schedule A.

III. DISTRIBUTIONS

Distributions from the Fund shall be made pursuant to the Community Foundation's grant or distribution policies. Further direction provided on Schedule A will guide the Community Foundation with distributions from the Fund.

Distributions from the Fund may be made in any amount not to exceed the balance of the Fund.

The individuals specified on Schedule A may serve as Advisors to the Fund. The Community Foundation welcomes recommendations from Advisors about distributions from the Fund.

- a. All recommendations are advisory in nature. The Community Foundation will independently determine whether recommendations it receives are consistent with the Community Foundation's charitable purposes. The Community Foundation may accept or reject recommendations. The Community Foundation is not required to wait for recommendations before making distributions from the Fund.
- b. The Community Foundation cannot make distributions to fulfill any pledge, obligation, or membership, or to support any activity from which a donor, Advisor or related party will receive a benefit.
- c. Distributions from the Fund shall not be made to individuals nor to an organization for the benefit of a specific individual.

IV. VARIANCE POWER

The Fund is a component fund of the Community Foundation, and its assets are assets of the Community Foundation. The Fund is subject to the Community Foundation's governing instruments including the Community Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Community Foundation (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

V. FEES

The Community Foundation will assess administrative and investment management fees against the Fund in accordance with the Community Foundation's published fee schedule, as amended from time to time. The Community Foundation may also assess the Fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund. These fees are described on Schedule A.

INVESTMENTS

The assets of the Fund will be invested according to the Community Foundation's investment policies, as may be amended from time to time by the Community Foundation's Investment Subcommittee and Board. The Community Foundation maintains investment pools with varying risk and return objectives. All investment options are reviewed and approved by the Community Foundation's Investment Subcommittee and Board and may change from time to time as the Board determines.

These pools are described on Schedule A. The Advisory Committee may make recommendations to the Community Foundation for investment of the Fund in these pools. All recommendations must be in writing.

VI. ADMINISTRATION

The Fund will be administered in accordance with the normal and customary policies of the Community Foundation. Schedule A constitutes an integral part of this agreement.

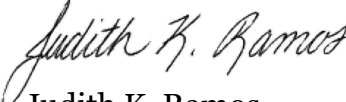
By: Idaho Community Foundation, Inc.

Signature: 

Name: Steve Burns

Title: President and CEO

Date: February 1, 2024

Signature: 

Name: Judith K. Ramos

Title: VP, Finance and Operations

Date: February 1, 2024

Supportive Housing Investment Fund for Ada County

SCHEDULE A

CONTRIBUTION

Contributions to the Community Foundation intended for the Fund will be comingled with contributions from various donors and may be accepted from a variety of sources.

PURPOSE

The Community Foundation will summarize a description of the Fund for use in public purposes such as the Community Foundation website and other publications.

The Fund exists to increase the availability of supportive housing, an evidence-based intervention that pairs affordable housing with flexible and responsive supportive services. It will address known funding gaps for Permanent Supportive Housing (PSH) projects, namely for intensive, supportive services at single-site PSH developments.

The Fund is intended to help drive systems change and move the local supportive housing funding model away from annual project funding requests to the development of a pooled funding model where philanthropy, health systems, and government funding are leveraged together toward the goal of ending homelessness in Ada County. It is intended to support existing PSH developments in Ada County as well as new PSH projects that are or will be included in the supportive housing development pipeline. The Fund actively seeks new funds and funding partners. It will continue to operate as long as its purpose is still needed and funds exist to support it.

To further clarify the purpose of the Fund, terms referred to have been further defined per the attached Schedule C.

DISTRIBUTIONS

The amount available for distribution shall be distributed for the purposes listed below. For all purposes, distributions are not intended to replace existing funding, but should instead fill gaps and/or help further a path to other sustainable funding sources. It is intended that funding should not be provided for any of the Secondary Eligible Purpose(s) unless all potential projects associated with the pipeline of single-site PSH as outlined in the Primary Eligible Purpose have been funded.

Primary Eligible Purpose (intended to be considered before Secondary Eligible Purposes)

Supportive Services Delivery at Single-site PSH

To ensure the delivery of supportive services as part of a quality PSH project in which all units are located in the same building or complex.

Secondary Eligible Purposes

Supportive Services Delivery at Scattered-site PSH

To ensure the delivery of supportive services as part of a quality supportive housing project in which units are located in individual apartments or homes throughout the community. Units that are connected to the services funded under this category must be affordable to tenants typically through rental assistance that may be connected to the unit or to the participating tenant.

Supportive Services Delivery at Integrated Supportive Housing

To ensure access to units and/or the delivery of supportive services as part of a quality supportive housing project in which a group of PSH units are located in a building or complex that is not 100% supportive housing.

Development Subsidies for Integrated Supportive Housing

To spur the development of deeply affordable units aligned with supportive services, as long as the parties agree the funding contributes to a specific number of dedicated supportive housing units to be filled by referrals from coordinated entry over a minimum period of affordability.

Supportive Housing Pipeline

To provide awards to support new site-based PSH developments with operating, capital or other costs. Such awards should only be made if the identified funding is critical to ensuring that the development successfully opens.

Eligible Awardees

Funded organizations must be verified as registered Partner Organizations of, or have a formal agreement signed with, Our Path Home. They must also be requesting funding for a program or initiative that aligns with the Primary and/or Secondary Eligible Purposes.

The Fund retains advisory privileges. Once the privilege of advising terminates, the Fund will be reclassified as a Field of Interest Fund. Distributions from this subsequent fund will be limited by the following parameters:

To further the availability of affordable housing aligned with supportive services for very low-income households with histories of homelessness and/or risk of imminent homelessness. Address funding gaps for supportive housing quality standards including the use of the Housing First Approach. Should this purpose require further clarity the Community Foundation will consult with the Advisory Committee and/or community leaders within this area of expertise.

ADVISORS

The Community Foundation intends to establish an Advisory Committee (Committee) for the Fund per the attached Schedule B. The Committee will consist of at least six (6) Advisors, all of whom must be appointed by the Community Foundation. Less than a majority of the Advisors may be a donor, persons related to a donor, or persons a donor appoints. The Community Foundation may appoint an Advisor based on objective criteria related to the expertise of such person and such person will not be deemed to be appointed or designated by the Donor. If at any time there is more than one Advisor to the Fund, the Advisors will appoint a Designee and all communications to and from the Community Foundation will be through the Designee. If there is no Designee appointed, the Designee will be the first Committee Advisor listed.

FEES

The Fund will have the following fees initially applied:

Creating the fund and processing the inflow of contributions.

Fee Component

- Gift Fee of 2.0% on all contributions.

Assumptions

- ICF creates the Fund with guidance from experts for the Fund purpose.
- Contributions are anticipated to be at least Seven Million (\$7,500,000.00) the first year.
- Funding sources do not generate from federal funds requiring a Single Audit.

General Services Included

- Review and acceptance of standard grant documents if requested by donor.
- Provide receipts to donors.
- Public acknowledgement of their involvement as appropriate.

Managing the fund and providing financial reporting.

Fee Component

- Balance Fee of 1.0% annually, assessed quarterly on the average balance up to Five Million (\$5,000,000.00).
- Balance Fee of 0.5% annually, assessed quarterly on the average balance above Five Million (\$5,000,000.00).
- Investment Fee of approximately 0.2% annually, of the average balance, assessed quarterly on the pro rata share of actual costs.

Assumptions

- Investment per current policies and available investment options.

General Services Included

- Standard reporting quarterly on the Fund balance and activities.
- Customized reporting quarterly or monthly as agreed upon with Committee.
- Access to the Community Foundation's fundholder site for Committee.

Developing the grant program and administering grants and other disbursements along with any contract or reporting requirements.

Fee Component

- General services included in other fees, no additional fee currently identified.

Assumptions

- Grants made per current policies to charitable organizations.
- Reporting requirements oversight as agreed upon with Committee.
- Disbursements of approximately 50 in a calendar year, based on an estimate of four projects with monthly disbursements.

General Services Included

- Grant program developed as agreed upon with Committee.
- Documentation to support grant program.
- Application, award and compliance process as agreed upon with Committee.

Providing other services such as administration of the Committee, consulting with legal counsel and potential audit requirements.

Fee Component

- General services included in other fees, no additional fee currently identified.

Assumptions

- Quarterly meetings of the Committee, or monthly as needed.
- No specific accounting or legal services specific to the Fund.

General Services Included

- Coordination of meetings of the Committee.
- Attendance by Community Foundation staff, including additional staff, Board or Board Committee members as needed.
- Review of issues potentially requiring additional fees with Committee.

Fee structure shall be reevaluated and reviewed with Committee if the assumptions and/or purpose of the Fund are modified. Specific additional services requested or required that could cause additional fees shall be reviewed with Committee as necessary prior to incurring relevant costs.

INVESTMENTS

The Community Foundation offers the flexibility to recommend one of the following investment options for the Fund. This allows the Committee to match an investment strategy with their risk tolerance and long-term objectives for the Fund.

<u>Fund Duration</u>	<u>Investment Strategy</u>
<input checked="" type="checkbox"/> Short-Term (less than 1 year)	100% money market
<input type="checkbox"/> Short- to Mid-Term (in 1-2 years)	20% equity/80% bonds
<input type="checkbox"/> Mid-Term (2-5 years)	40% equity/60% bonds
<input type="checkbox"/> Mid- to Long-Term (5-7 years)	60% equity/40% bonds
<input type="checkbox"/> Long-Term (more than 7 years)	80% equity/20% bonds
<input type="checkbox"/> Social Index (undetermined)	100% equity

ANONYMITY/PUBLICITY

To recognize and honor our donors and partners, the Community Foundation’s policy is to include their names in publicity about the Community Foundation unless they wish to remain anonymous.

Supportive Housing Investment Fund for Ada County

SCHEDULE B ADVISORY COMMITTEE CHARTER

PURPOSE

To define the roles and responsibilities of the Advisory Committee (Committee) for the Fund.

MEMBERSHIP

The Committee shall consist of at least six (6) Advisors as listed below, all of whom must be appointed by the Community Foundation. The Committee may make recommendations to the Community Foundation to add additional positions to the Committee. Advisors shall be appointed to one (1) year terms which may be renewable.

Advisors should possess the following qualifications:

- Commitment to ending homelessness in Ada County
- Commitment to expanding the availability of supportive housing in Ada County

Advisors should also possess one or more of the following:

- Lived experience of homelessness and/or supportive housing, current or prior
- Experience with one or more systems that are connected to the purpose of the fund such as housing, health or homelessness response
- Participation through contributing directly to the Fund and/or providing leverage to support the successful achievement of the Fund's purpose

The Advisory Committee shall consist of:

1. Our Path Home Representative
2. City of Boise Representative
3. Boise City/Ada County Housing Authorities Representative
4. Health system Representative
5. Persons with lived experience of homelessness and/or supportive housing
6. Community Foundation Representative

Upon the resignation, death, incapacity, or other disqualification of an Advisor, the Community Foundation shall appoint an Advisor to fill the vacant position. The Committee may recommend individuals to the Community Foundation to fill vacancies.

MEETINGS

The Committee shall meet as often as may be deemed necessary or appropriate, but no fewer than four times annually. Attendance by a simple majority of the Advisors at a meeting constitutes a quorum for the transaction of business. Except as otherwise desired by the Committee, others who are not Advisors may attend meetings at the discretion of the Designee and Community Foundation, but such individuals shall have no voting rights. Meetings of the Committee shall be documented and the Committee and/or Community Foundation may designate an individual to attend meetings for this purpose.

FUND PURPOSE

The Committee may make recommendations to the Community Foundation should the purpose of the Fund require modification. Any recommendations should align with the original purpose established for the Fund and may require approval by the Board.

DISTRIBUTIONS

The Committee may make recommendations to the Community Foundation regarding Eligible Purposes and/or Eligible Awardees. Recommendations should align with the original purpose established for the Fund and may require approval by the Board.

FEES

As necessary, the Community Foundation and Committee will determine a mutually agreed upon fee schedule to be reviewed at least on an annual basis.

INVESTMENTS

The Committee may make recommendations to the Community Foundation regarding investment options for the Fund. The Community Foundation will provide information and investment performance to assist with those recommendations. Investment strategy shall be reviewed at least on an annual basis.

OTHER RESPONSIBILITIES

Advisors shall regularly attend meetings, review materials in advance, complete onboarding webinars and readings, and remain informed of the Fund progress. The Committee shall review annually its performance (including its effectiveness and compliance with this Charter) and recommend any material changes to the Community Foundation for its approval.

Supportive Housing Investment Fund for Ada County

SCHEDULE C GLOSSARY OF TERMS

PERMANENT SUPPORTIVE HOUSING (PSH)

According to the Corporation for Supportive Housing, Permanent Supportive Housing (PSH) is the combination of permanent, deeply affordable housing with wraparound supportive services. PSH is an evidence-based approach for people with more complex needs such as history of chronic homelessness, substance use disorder, incarceration or disability. As a model, PSH is inextricably linked to a Housing First systems approach, where individuals are immediately connected to housing and provided ongoing supportive services. One of the most important tenets of both is that tenancy is not dependent on participation in supportive services.¹

Supportive housing projects are diverse but are typically apartment units that share the following characteristics:

- Prioritizes households facing multiple barriers to housing stability, including those whose heads of household are: experiencing homelessness; at risk of homelessness; or are staying in an institution because they have no other option; experiencing employment challenges; exiting other systems such as child welfare and justice; living with mental illness, substance use, and/or other disabling or chronic health conditions; and most impacted by structural and institutional racism.
- Recognizes the impacts of structural and institutional racism, including current practices of racial bias and discrimination, that serve as barriers to accessing housing, and actively creates an inclusive space rooted in racial equity.
- Is affordable (the tenant household ideally pays no more than 30% of its income toward rent).
- Provides tenant households with a lease or sublease that is identical to a market rate lease with no limits on length of tenancy, as long as lease terms and conditions are met.
- Proactively engages all members of the tenant household in a flexible and comprehensive array of supportive services without requiring participation in services as a condition of ongoing tenancy.
- Effectively coordinates with key partners to focus on fostering housing stability (including addressing issues resulting from substance use, mental health and other crises) and overall well-being.
- Supports tenants in connecting with community-based resources and activities, interacting with diverse individuals in the broader community, building strong social support networks, and creating a sense of belonging in their community.²

HOUSING FIRST

Housing first is a philosophy that homelessness can be most efficiently ended by providing someone with access to safe, decent and affordable housing. Although an individual experiencing homelessness may benefit from supportive services such as mental health or substance abuse counseling, participation in these services is not a prerequisite to access housing or a condition of maintaining it. In fact, the stability that a housing unit provides bolsters a tenant's ability to participate in these services.

The housing first approach to housing and service delivery focuses on simplifying the process of accessing housing through streamlining the application process and removing unnecessary documentation or site visits. It also ensures that supportive housing tenants are not subject to conditions of tenancy exceeding that of a normal leaseholder, including participation in treatment or other services.³

SCATTERED-SITE SUPPORTIVE HOUSING

This term generally refers to a supportive housing initiative in which participating tenants live in housing units that are in multiple buildings and/or neighborhoods. Often these units are made affordable through rental assistance.

SINGLE-SITE SUPPORTIVE HOUSING

This term refers to a type of supportive housing in which all of the units that are part of a given initiative are in one building or complex. When some of the units in a building are supportive housing and some are not or when tenants have a mix of incomes, it is sometimes referred to as integrated housing.

INTEGRATED SUPPORTIVE HOUSING

Sometimes also referred to as mixed income/mixed tenancy, integrated supportive housing refers to a supportive housing initiative in which some of the units in a given building or complex are supportive housing, meaning dedicated to accept tenant referrals from supportive housing programs and/or coordinated entry, and some are not. It also may mean that tenants have a range of incomes, with some units having subsidized rent or tenants with rental assistance and some that are at market rate. It can also refer to a building in which there is a mix of tenancy types such as older adults and families who have experienced homelessness.

SUPPORTIVE HOUSING PIPELINE

Our Path Home published a Supportive Housing Plan in 2021 with the intention of defining the data-informed need for scaled supportive housing in Ada County. Since then, Our Path Home and its partner organization have adopted the goal of developing 250 new units of single-site PSH and sustainably funding supportive services at all single-site developments. The pipeline shall refer to any projects that are included as part of this effort, as verified by Our Path Home staff, who will provide an updated list of developments to the Advisory Committee at each of their meetings.

OUR PATH HOME PARTNER

A partner is defined by either a registered, approved member organization of Our Path Home as verified by Our Path Home staff in alignment with the Continuum of Care's Membership Policy or an organization that otherwise has a signed, formal agreement with Our Path Home.

SUPPORTIVE SERVICES DELIVERY (SSD)

Supportive housing requires that tenants have access to a flexible and responsive array of voluntary services. All tenants are provided with a range of options for services that includes how to access case management services, medical services, mental health services, substance abuse treatment services, peer support, parenting skills, education, vocational and employment services, money management services, life skills training, and advocacy. Service staff actively involves tenants in the design, development, and implementation of their individualized service plans. Service needs assessments and individualized service plans are updated regularly to reflect tenants' changing service needs and goals. Services support tenants in obtaining and sustaining stable housing as well as making progress toward thriving in their lives.

1. Corporation for Supportive Housing. Housing First 101 – A Quick Guide for Health Centers.
<https://www.csh.org/wp-content/uploads/2023/02/HousingFirst-Guide-Feb-2023-compressed.pdf>
2. Corporation for Supportive Housing. CSH Quality Supportive Housing Standards—Guidebook.
<https://www.csh.org/wp-content/uploads/2022/11/Standards-for-Quality-Supportive-Housing-Guidebook-2022.pdf>
3. Corporation for Supportive Housing. Supportive Housing Quality Toolkit.
<https://www.csh.org/toolkit/supportive-housing-quality-toolkit/housing-and-property-management/housing-first-model/>

CHARITABLE DONATION AGREEMENT
by and between
BOISE CITY HOUSING AUTHORITY
and
IDAHO COMMUNITY FOUNDATION, INC.

This Donation Agreement (“**Agreement**”), entered into this __ day of _____, 2024, (the “**Effective Date**”) is by and between the Boise City Housing Authority, an independent public body corporate and politic of the state of Idaho (“**BCHA**”) and the Idaho Community Foundation, Inc., an Idaho non-profit corporation (“**ICF**”). Individually, BCHA and ICF may be referred to as a “**Party**,” or collectively as the “**Parties**.”

WHEREAS, BCHA has received seven million five hundred thousand dollars (\$7,500,000) to be used for supportive housing purposes based on current and ongoing needs of the community; and

WHEREAS, as of February 1, 2024, the Idaho Community Foundation, Inc. (“**ICF**”) established a Supportive Housing Investment Fund (“**SHIF**”) for Ada County; and

WHEREAS, the SHIF exists to increase the availability of supportive housing, an evidence-based intervention that pairs affordable housing with flexible and responsive supportive services and will address known funding gaps for Permanent Supportive Housing (PSH) projects, namely for intensive, supportive services at single-site PSH developments;

WHEREAS, pursuant to Idaho Code § 50-1904(c) and other powers as provided therein, BCHA may use such funds to arrange for the services and privileges of the ICF SHIF in connection with housing projects and the occupants thereof and desires to donate seven million five hundred thousand dollars (\$7,500,000) in funds to the SHIF and ICF desires to accept a donation to the SHIF of said amount; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The above Recitals are incorporated into this Donation Agreement.
2. **Transfer of Funds.** Within five (5) business days of Effective Date of this Agreement, BCHA shall transfer funds in the sum of \$7,500,000, inclusive of any interest accrued thereon since BCHA’s date of receipt (“**Donation Amount**”) to ICF. Within five (5) business days of the transfer, ICF shall deliver copies of any and all confirmation of its receipt of funds to BCHA.
3. **Donation to the SHIF.** ICF acknowledges and agrees that the Donation Amount is for deposit into the SHIF, subject only to the terms and conditions contained in the Support Housing Investment Fund for Ada County Agreement, dated February 1, 2024.
4. **General Provisions.**
 - a. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties with respect to the Items and supersedes all prior oral and written understandings of the Parties concerning the Items.


- b. **Made in Idaho; Jurisdiction; Venue.** The laws of the state of Idaho shall govern the validity, interpretation, performance, and enforcement of this Agreement. Venue shall be proper in the Fourth District Court, in and for Ada County, Idaho.
- c. **Severability.** If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect any other provision or application that can be given effect without the invalid provision or application. To that end, each and every term, paragraph, and provision of this Agreement is expressly declared by the Parties to be severable.
- d. **Public Records.** The Parties understand, acknowledge, and agree that all figures, records, reports, statements, documents, and similar items submitted to BCHA are public records that may be subject to disclosure, except as may be specifically exempted in Idaho Code.
- e. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

For BCHA:

 Julianne Donnelly Tzul
 Board Chair

Date: _____

For ICF:



 Steve Burns
 President and CEO

Date: 6-6-24

ATTEST:

 Deanna Watson
 Executive Director

Date: _____

**BOISE CITY HOUSING AUTHORITY
RESOLUTION NO. 2-2024**

RESOLUTION APPROVING A CHARITABLE DONATION AGREEMENT BY AND BETWEEN BOISE CITY HOUSING AUTHORITY AND IDAHO COMMUNITY FOUNDATION, INC.; AUTHORIZING THE CHAIR AND EXECUTIVE DIRECTOR TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boise City Housing Authority (“BCHA”) is an independent, duly authorized, and operating public body corporate and politic of the State of Idaho, and governed by a Board of Commissioners (the “Board”); and

WHEREAS, among its statutory powers and activities, found at Idaho Code § 50-1904, the BCHA may arrange or contract for the furnishing of services, privileges, works or facilities for, or in connection with, housing projects or the occupants thereof; and

WHEREAS, as of February 1, 2024, the Idaho Community Foundation, Inc. (“ICF”), an Idaho non-profit corporation, established a Supportive Housing Investment Fund (“SHIF”) for the Ada County area to be managed and operated by ICF to achieve public outcomes related to the delivery of supportive services as part of permanent supportive housing projects; and

WHEREAS, the City of Boise City has agreed to donate seven million five hundred thousand dollars (\$7,500,000) to the BCHA to be used for supportive housing purposes (“Donation Funds”); and

WHEREAS, the BCHA desires to facilitate the delivery of supportive services in conjunction with permanent supportive housing projects through use of the SHIF, as managed and operated by ICF in accordance with the SHIF governing documents, copies of which are attached to this Resolution at Exhibit A; and

WHEREAS, pursuant to Idaho Code § 50-1904 and the powers set forth therein, the BCHA desires to contribute the Donation Funds to the SHIF and ICF desires to accept said funds into the SHIF through a Charitable Donation Agreement (“Donation Agreement”), attached to this Resolution at Exhibit B, for use in connection with housing projects and the occupants thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. That the Donation Agreement between the BCHA and ICF, attached as Exhibit B and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

2. That the Board Chair and Executive Director be, and they hereby are, directed and authorized to respectively execute and attest the Donation Agreement for and on behalf of the BCHA.

3. That the Executive Director, and BCHA staff at the direction of the Executive Director, are authorized to take all necessary steps, in accordance with applicable law, to carry out the intent of this Resolution.

4. That all past proceedings and actions of the Board, the BCHA, and its Executive Director, officers, agents and employees, as applicable, taken in connection with the matters described herein, are hereby in all respects ratified.

5. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED this day, **June 12, 2024**, by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

BOISE CITY HOUSING AUTHORITY

Julianne Donnelly-Tzul, Board Chair

ATTEST:

Deanna L. Watson, Executive Director

EXHIBIT A

Supportive Housing Investment Fund

(11 pages – attached)



Supportive Housing Investment Fund for Ada County

(Special Project Fund Type)

The Idaho Community Foundation, Inc. (Community Foundation), an Idaho nonprofit corporation, establishes a fund to be known as the Supportive Housing Investment Fund for Ada County (Fund). The Fund is subject to the following terms and conditions.

I. CONTRIBUTION

We hereby irrevocably accept the assets described in the attached Schedule A to the Community Foundation, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986. Donor(s) to the Fund understand that this is an irrevocable gift, which will be used to maintain a charitable fund of the Community Foundation, subject to the Community Foundation's governing documents and bylaws, each as may be amended and restated from time to time. The Community Foundation may also receive additional contributions to add to the Fund pursuant to the Community Foundation's gift acceptance policies.

II. PURPOSE

The purpose of the Fund shall be to provide support of the Community Foundation's charitable activities and all other exempt purposes as directed by the Board of Directors (Board). The purpose is further described on Schedule A.

III. DISTRIBUTIONS

Distributions from the Fund shall be made pursuant to the Community Foundation's grant or distribution policies. Further direction provided on Schedule A will guide the Community Foundation with distributions from the Fund.

Distributions from the Fund may be made in any amount not to exceed the balance of the Fund.

The individuals specified on Schedule A may serve as Advisors to the Fund. The Community Foundation welcomes recommendations from Advisors about distributions from the Fund.

- a. All recommendations are advisory in nature. The Community Foundation will independently determine whether recommendations it receives are consistent with the Community Foundation's charitable purposes. The Community Foundation may accept or reject recommendations. The Community Foundation is not required to wait for recommendations before making distributions from the Fund.
- b. The Community Foundation cannot make distributions to fulfill any pledge, obligation, or membership, or to support any activity from which a donor, Advisor or related party will receive a benefit.
- c. Distributions from the Fund shall not be made to individuals nor to an organization for the benefit of a specific individual.

IV. VARIANCE POWER

The Fund is a component fund of the Community Foundation, and its assets are assets of the Community Foundation. The Fund is subject to the Community Foundation's governing instruments including the Community Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Community Foundation (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

V. FEES

The Community Foundation will assess administrative and investment management fees against the Fund in accordance with the Community Foundation's published fee schedule, as amended from time to time. The Community Foundation may also assess the Fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund. These fees are described on Schedule A.

INVESTMENTS

The assets of the Fund will be invested according to the Community Foundation's investment policies, as may be amended from time to time by the Community Foundation's Investment Subcommittee and Board. The Community Foundation maintains investment pools with varying risk and return objectives. All investment options are reviewed and approved by the Community Foundation's Investment Subcommittee and Board and may change from time to time as the Board determines.

These pools are described on Schedule A. The Advisory Committee may make recommendations to the Community Foundation for investment of the Fund in these pools. All recommendations must be in writing.

VI. ADMINISTRATION

The Fund will be administered in accordance with the normal and customary policies of the Community Foundation. Schedule A constitutes an integral part of this agreement.

By: Idaho Community Foundation, Inc.

Signature: 

Name: Steve Burns

Title: President and CEO

Date: February 1, 2024

Signature: 

Name: Judith K. Ramos

Title: VP, Finance and Operations

Date: February 1, 2024

Supportive Housing Investment Fund for Ada County

SCHEDULE A

CONTRIBUTION

Contributions to the Community Foundation intended for the Fund will be comingled with contributions from various donors and may be accepted from a variety of sources.

PURPOSE

The Community Foundation will summarize a description of the Fund for use in public purposes such as the Community Foundation website and other publications.

The Fund exists to increase the availability of supportive housing, an evidence-based intervention that pairs affordable housing with flexible and responsive supportive services. It will address known funding gaps for Permanent Supportive Housing (PSH) projects, namely for intensive, supportive services at single-site PSH developments.

The Fund is intended to help drive systems change and move the local supportive housing funding model away from annual project funding requests to the development of a pooled funding model where philanthropy, health systems, and government funding are leveraged together toward the goal of ending homelessness in Ada County. It is intended to support existing PSH developments in Ada County as well as new PSH projects that are or will be included in the supportive housing development pipeline. The Fund actively seeks new funds and funding partners. It will continue to operate as long as its purpose is still needed and funds exist to support it.

To further clarify the purpose of the Fund, terms referred to have been further defined per the attached Schedule C.

DISTRIBUTIONS

The amount available for distribution shall be distributed for the purposes listed below. For all purposes, distributions are not intended to replace existing funding, but should instead fill gaps and/or help further a path to other sustainable funding sources. It is intended that funding should not be provided for any of the Secondary Eligible Purpose(s) unless all potential projects associated with the pipeline of single-site PSH as outlined in the Primary Eligible Purpose have been funded.

Primary Eligible Purpose (intended to be considered before Secondary Eligible Purposes)

Supportive Services Delivery at Single-site PSH

To ensure the delivery of supportive services as part of a quality PSH project in which all units are located in the same building or complex.

Secondary Eligible Purposes

Supportive Services Delivery at Scattered-site PSH

To ensure the delivery of supportive services as part of a quality supportive housing project in which units are located in individual apartments or homes throughout the community. Units that are connected to the services funded under this category must be affordable to tenants typically through rental assistance that may be connected to the unit or to the participating tenant.

Supportive Services Delivery at Integrated Supportive Housing

To ensure access to units and/or the delivery of supportive services as part of a quality supportive housing project in which a group of PSH units are located in a building or complex that is not 100% supportive housing.

Development Subsidies for Integrated Supportive Housing

To spur the development of deeply affordable units aligned with supportive services, as long as the parties agree the funding contributes to a specific number of dedicated supportive housing units to be filled by referrals from coordinated entry over a minimum period of affordability.

Supportive Housing Pipeline

To provide awards to support new site-based PSH developments with operating, capital or other costs. Such awards should only be made if the identified funding is critical to ensuring that the development successfully opens.

Eligible Awardees

Funded organizations must be verified as registered Partner Organizations of, or have a formal agreement signed with, Our Path Home. They must also be requesting funding for a program or initiative that aligns with the Primary and/or Secondary Eligible Purposes.

The Fund retains advisory privileges. Once the privilege of advising terminates, the Fund will be reclassified as a Field of Interest Fund. Distributions from this subsequent fund will be limited by the following parameters:

To further the availability of affordable housing aligned with supportive services for very low-income households with histories of homelessness and/or risk of imminent homelessness. Address funding gaps for supportive housing quality standards including the use of the Housing First Approach. Should this purpose require further clarity the Community Foundation will consult with the Advisory Committee and/or community leaders within this area of expertise.

ADVISORS

The Community Foundation intends to establish an Advisory Committee (Committee) for the Fund per the attached Schedule B. The Committee will consist of at least six (6) Advisors, all of whom must be appointed by the Community Foundation. Less than a majority of the Advisors may be a donor, persons related to a donor, or persons a donor appoints. The Community Foundation may appoint an Advisor based on objective criteria related to the expertise of such person and such person will not be deemed to be appointed or designated by the Donor. If at any time there is more than one Advisor to the Fund, the Advisors will appoint a Designee and all communications to and from the Community Foundation will be through the Designee. If there is no Designee appointed, the Designee will be the first Committee Advisor listed.

FEES

The Fund will have the following fees initially applied:

Creating the fund and processing the inflow of contributions.

Fee Component

- Gift Fee of 2.0% on all contributions.

Assumptions

- ICF creates the Fund with guidance from experts for the Fund purpose.
- Contributions are anticipated to be at least Seven Million (\$7,500,000.00) the first year.
- Funding sources do not generate from federal funds requiring a Single Audit.

General Services Included

- Review and acceptance of standard grant documents if requested by donor.
- Provide receipts to donors.
- Public acknowledgement of their involvement as appropriate.

Managing the fund and providing financial reporting.

Fee Component

- Balance Fee of 1.0% annually, assessed quarterly on the average balance up to Five Million (\$5,000,000.00).
- Balance Fee of 0.5% annually, assessed quarterly on the average balance above Five Million (\$5,000,000.00).
- Investment Fee of approximately 0.2% annually, of the average balance, assessed quarterly on the pro rata share of actual costs.

Assumptions

- Investment per current policies and available investment options.

General Services Included

- Standard reporting quarterly on the Fund balance and activities.
- Customized reporting quarterly or monthly as agreed upon with Committee.
- Access to the Community Foundation's fundholder site for Committee.

Developing the grant program and administering grants and other disbursements along with any contract or reporting requirements.

Fee Component

- General services included in other fees, no additional fee currently identified.

Assumptions

- Grants made per current policies to charitable organizations.
- Reporting requirements oversight as agreed upon with Committee.
- Disbursements of approximately 50 in a calendar year, based on an estimate of four projects with monthly disbursements.

General Services Included

- Grant program developed as agreed upon with Committee.
- Documentation to support grant program.
- Application, award and compliance process as agreed upon with Committee.

Providing other services such as administration of the Committee, consulting with legal counsel and potential audit requirements.

Fee Component

- General services included in other fees, no additional fee currently identified.

Assumptions

- Quarterly meetings of the Committee, or monthly as needed.
- No specific accounting or legal services specific to the Fund.

General Services Included

- Coordination of meetings of the Committee.
- Attendance by Community Foundation staff, including additional staff, Board or Board Committee members as needed.
- Review of issues potentially requiring additional fees with Committee.

Fee structure shall be reevaluated and reviewed with Committee if the assumptions and/or purpose of the Fund are modified. Specific additional services requested or required that could cause additional fees shall be reviewed with Committee as necessary prior to incurring relevant costs.

INVESTMENTS

The Community Foundation offers the flexibility to recommend one of the following investment options for the Fund. This allows the Committee to match an investment strategy with their risk tolerance and long-term objectives for the Fund.

<u>Fund Duration</u>	<u>Investment Strategy</u>
<input checked="" type="checkbox"/> Short-Term (less than 1 year)	100% money market
<input type="checkbox"/> Short- to Mid-Term (in 1-2 years)	20% equity/80% bonds
<input type="checkbox"/> Mid-Term (2-5 years)	40% equity/60% bonds
<input type="checkbox"/> Mid- to Long-Term (5-7 years)	60% equity/40% bonds
<input type="checkbox"/> Long-Term (more than 7 years)	80% equity/20% bonds
<input type="checkbox"/> Social Index (undetermined)	100% equity

ANONYMITY/PUBLICITY

To recognize and honor our donors and partners, the Community Foundation’s policy is to include their names in publicity about the Community Foundation unless they wish to remain anonymous.

Supportive Housing Investment Fund for Ada County

SCHEDULE B ADVISORY COMMITTEE CHARTER

PURPOSE

To define the roles and responsibilities of the Advisory Committee (Committee) for the Fund.

MEMBERSHIP

The Committee shall consist of at least six (6) Advisors as listed below, all of whom must be appointed by the Community Foundation. The Committee may make recommendations to the Community Foundation to add additional positions to the Committee. Advisors shall be appointed to one (1) year terms which may be renewable.

Advisors should possess the following qualifications:

- Commitment to ending homelessness in Ada County
- Commitment to expanding the availability of supportive housing in Ada County

Advisors should also possess one or more of the following:

- Lived experience of homelessness and/or supportive housing, current or prior
- Experience with one or more systems that are connected to the purpose of the fund such as housing, health or homelessness response
- Participation through contributing directly to the Fund and/or providing leverage to support the successful achievement of the Fund's purpose

The Advisory Committee shall consist of:

1. Our Path Home Representative
2. City of Boise Representative
3. Boise City/Ada County Housing Authorities Representative
4. Health system Representative
5. Persons with lived experience of homelessness and/or supportive housing
6. Community Foundation Representative

Upon the resignation, death, incapacity, or other disqualification of an Advisor, the Community Foundation shall appoint an Advisor to fill the vacant position. The Committee may recommend individuals to the Community Foundation to fill vacancies.

MEETINGS

The Committee shall meet as often as may be deemed necessary or appropriate, but no fewer than four times annually. Attendance by a simple majority of the Advisors at a meeting constitutes a quorum for the transaction of business. Except as otherwise desired by the Committee, others who are not Advisors may attend meetings at the discretion of the Designee and Community Foundation, but such individuals shall have no voting rights. Meetings of the Committee shall be documented and the Committee and/or Community Foundation may designate an individual to attend meetings for this purpose.

FUND PURPOSE

The Committee may make recommendations to the Community Foundation should the purpose of the Fund require modification. Any recommendations should align with the original purpose established for the Fund and may require approval by the Board.

DISTRIBUTIONS

The Committee may make recommendations to the Community Foundation regarding Eligible Purposes and/or Eligible Awardees. Recommendations should align with the original purpose established for the Fund and may require approval by the Board.

FEES

As necessary, the Community Foundation and Committee will determine a mutually agreed upon fee schedule to be reviewed at least on an annual basis.

INVESTMENTS

The Committee may make recommendations to the Community Foundation regarding investment options for the Fund. The Community Foundation will provide information and investment performance to assist with those recommendations. Investment strategy shall be reviewed at least on an annual basis.

OTHER RESPONSIBILITIES

Advisors shall regularly attend meetings, review materials in advance, complete onboarding webinars and readings, and remain informed of the Fund progress. The Committee shall review annually its performance (including its effectiveness and compliance with this Charter) and recommend any material changes to the Community Foundation for its approval.

Supportive Housing Investment Fund for Ada County

SCHEDULE C GLOSSARY OF TERMS

PERMANENT SUPPORTIVE HOUSING (PSH)

According to the Corporation for Supportive Housing, Permanent Supportive Housing (PSH) is the combination of permanent, deeply affordable housing with wraparound supportive services. PSH is an evidence-based approach for people with more complex needs such as history of chronic homelessness, substance use disorder, incarceration or disability. As a model, PSH is inextricably linked to a Housing First systems approach, where individuals are immediately connected to housing and provided ongoing supportive services. One of the most important tenets of both is that tenancy is not dependent on participation in supportive services.¹

Supportive housing projects are diverse but are typically apartment units that share the following characteristics:

- Prioritizes households facing multiple barriers to housing stability, including those whose heads of household are: experiencing homelessness; at risk of homelessness; or are staying in an institution because they have no other option; experiencing employment challenges; exiting other systems such as child welfare and justice; living with mental illness, substance use, and/or other disabling or chronic health conditions; and most impacted by structural and institutional racism.
- Recognizes the impacts of structural and institutional racism, including current practices of racial bias and discrimination, that serve as barriers to accessing housing, and actively creates an inclusive space rooted in racial equity.
- Is affordable (the tenant household ideally pays no more than 30% of its income toward rent).
- Provides tenant households with a lease or sublease that is identical to a market rate lease with no limits on length of tenancy, as long as lease terms and conditions are met.
- Proactively engages all members of the tenant household in a flexible and comprehensive array of supportive services without requiring participation in services as a condition of ongoing tenancy.
- Effectively coordinates with key partners to focus on fostering housing stability (including addressing issues resulting from substance use, mental health and other crises) and overall well-being.
- Supports tenants in connecting with community-based resources and activities, interacting with diverse individuals in the broader community, building strong social support networks, and creating a sense of belonging in their community.²

HOUSING FIRST

Housing first is a philosophy that homelessness can be most efficiently ended by providing someone with access to safe, decent and affordable housing. Although an individual experiencing homelessness may benefit from supportive services such as mental health or substance abuse counseling, participation in these services is not a prerequisite to access housing or a condition of maintaining it. In fact, the stability that a housing unit provides bolsters a tenant's ability to participate in these services.

The housing first approach to housing and service delivery focuses on simplifying the process of accessing housing through streamlining the application process and removing unnecessary documentation or site visits. It also ensures that supportive housing tenants are not subject to conditions of tenancy exceeding that of a normal leaseholder, including participation in treatment or other services.³

SCATTERED-SITE SUPPORTIVE HOUSING

This term generally refers to a supportive housing initiative in which participating tenants live in housing units that are in multiple buildings and/or neighborhoods. Often these units are made affordable through rental assistance.

SINGLE-SITE SUPPORTIVE HOUSING

This term refers to a type of supportive housing in which all of the units that are part of a given initiative are in one building or complex. When some of the units in a building are supportive housing and some are not or when tenants have a mix of incomes, it is sometimes referred to as integrated housing.

INTEGRATED SUPPORTIVE HOUSING

Sometimes also referred to as mixed income/mixed tenancy, integrated supportive housing refers to a supportive housing initiative in which some of the units in a given building or complex are supportive housing, meaning dedicated to accept tenant referrals from supportive housing programs and/or coordinated entry, and some are not. It also may mean that tenants have a range of incomes, with some units having subsidized rent or tenants with rental assistance and some that are at market rate. It can also refer to a building in which there is a mix of tenancy types such as older adults and families who have experienced homelessness.

SUPPORTIVE HOUSING PIPELINE

Our Path Home published a Supportive Housing Plan in 2021 with the intention of defining the data-informed need for scaled supportive housing in Ada County. Since then, Our Path Home and its partner organization have adopted the goal of developing 250 new units of single-site PSH and sustainably funding supportive services at all single-site developments. The pipeline shall refer to any projects that are included as part of this effort, as verified by Our Path Home staff, who will provide an updated list of developments to the Advisory Committee at each of their meetings.

OUR PATH HOME PARTNER

A partner is defined by either a registered, approved member organization of Our Path Home as verified by Our Path Home staff in alignment with the Continuum of Care's Membership Policy or an organization that otherwise has a signed, formal agreement with Our Path Home.

SUPPORTIVE SERVICES DELIVERY (SSD)

Supportive housing requires that tenants have access to a flexible and responsive array of voluntary services. All tenants are provided with a range of options for services that includes how to access case management services, medical services, mental health services, substance abuse treatment services, peer support, parenting skills, education, vocational and employment services, money management services, life skills training, and advocacy. Service staff actively involves tenants in the design, development, and implementation of their individualized service plans. Service needs assessments and individualized service plans are updated regularly to reflect tenants' changing service needs and goals. Services support tenants in obtaining and sustaining stable housing as well as making progress toward thriving in their lives.

1. Corporation for Supportive Housing. Housing First 101 – A Quick Guide for Health Centers.
<https://www.csh.org/wp-content/uploads/2023/02/HousingFirst-Guide-Feb-2023-compressed.pdf>
2. Corporation for Supportive Housing. CSH Quality Supportive Housing Standards—Guidebook.
<https://www.csh.org/wp-content/uploads/2022/11/Standards-for-Quality-Supportive-Housing-Guidebook-2022.pdf>
3. Corporation for Supportive Housing. Supportive Housing Quality Toolkit.
<https://www.csh.org/toolkit/supportive-housing-quality-toolkit/housing-and-property-management/housing-first-model/>

EXHIBIT B
Charitable Donation Agreement

(2 pages – attached)

CHARITABLE DONATION AGREEMENT
by and between
BOISE CITY HOUSING AUTHORITY
and
IDAHO COMMUNITY FOUNDATION, INC.

This Donation Agreement (“**Agreement**”), entered into this __ day of _____, 2024, (the “**Effective Date**”) is by and between the Boise City Housing Authority, an independent public body corporate and politic of the state of Idaho (“**BCHA**”) and the Idaho Community Foundation, Inc., an Idaho non-profit corporation (“**ICF**”). Individually, BCHA and ICF may be referred to as a “**Party**,” or collectively as the “**Parties**.”

WHEREAS, BCHA has received seven million five hundred thousand dollars (\$7,500,000) to be used for supportive housing purposes based on current and ongoing needs of the community; and

WHEREAS, as of February 1, 2024, the Idaho Community Foundation, Inc. (“**ICF**”) established a Supportive Housing Investment Fund (“**SHIF**”) for Ada County; and

WHEREAS, the SHIF exists to increase the availability of supportive housing, an evidence-based intervention that pairs affordable housing with flexible and responsive supportive services and will address known funding gaps for Permanent Supportive Housing (PSH) projects, namely for intensive, supportive services at single-site PSH developments;

WHEREAS, pursuant to Idaho Code § 50-1904(c) and other powers as provided therein, BCHA may use such funds to arrange for the services and privileges of the ICF SHIF in connection with housing projects and the occupants thereof and desires to donate seven million five hundred thousand dollars (\$7,500,000) in funds to the SHIF and ICF desires to accept a donation to the SHIF of said amount; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The above Recitals are incorporated into this Donation Agreement.
2. **Transfer of Funds.** Within five (5) business days of Effective Date of this Agreement, BCHA shall transfer funds in the sum of \$7,500,000, inclusive of any interest accrued thereon since BCHA’s date of receipt (“**Donation Amount**”) to ICF. Within five (5) business days of the transfer, ICF shall deliver copies of any and all confirmation of its receipt of funds to BCHA.
3. **Donation to the SHIF.** ICF acknowledges and agrees that the Donation Amount is for deposit into the SHIF, subject only to the terms and conditions contained in the Support Housing Investment Fund for Ada County Agreement, dated February 1, 2024.
4. **General Provisions.**
 - a. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties with respect to the Items and supersedes all prior oral and written understandings of the Parties concerning the Items.


- b. **Made in Idaho; Jurisdiction; Venue.** The laws of the state of Idaho shall govern the validity, interpretation, performance, and enforcement of this Agreement. Venue shall be proper in the Fourth District Court, in and for Ada County, Idaho.
- c. **Severability.** If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect any other provision or application that can be given effect without the invalid provision or application. To that end, each and every term, paragraph, and provision of this Agreement is expressly declared by the Parties to be severable.
- d. **Public Records.** The Parties understand, acknowledge, and agree that all figures, records, reports, statements, documents, and similar items submitted to BCHA are public records that may be subject to disclosure, except as may be specifically exempted in Idaho Code.
- e. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

For BCHA:

 Julianne Donnelly Tzul
 Board Chair

Date: _____

For ICF:



 Steve Burns
 President and CEO

Date: 6-6-24

ATTEST:

 Deanna Watson
 Executive Director

Date: _____