



**BLAINE COUNTY  
HOUSING AUTHORITY**

**BOARD MEETING AGENDA MEMO**

Meeting Date:  Staff Member:

Agenda Item:

**Recommended Motion:**

I move to approve executive of amendment to contract for services for the Housing Navigation System

**Reasons for Recommendation:**

- Staff and contractor missed a necessary edit in the contract for Courtney Noble. The amendment is better financially for BCHA.
- Amended text is from a monthly retainer to regular invoices based on hours worked

**Attachments:**

1. Resolution No. 2023-10
2. ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES
3. INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES
4. AMENDED INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES

**RESOLUTION No. 2023-10**

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

**A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF  
COMMISSIONERS AUTHORIZING AN ADDENDUM TO THE CONTRACT FOR SERVICES  
WITH COURTNEY NOBLE, FOR SETTING UP A HOUSING NAVIGATION SYSTEM**

WHEREAS, an Independent Contractor Agreement with Courtney Noble for Services was brought before the Blaine County Housing Authority Board of Commissioners on August 9, 2023, presented as substantially complete, subject to final changes; and

WHEREAS, BCHA and the Board found that it is economical and efficient and that is in the best interests of the City to enter into the Independent Contractor Agreement; and

WHEREAS, the Board authorized and approved the Agreement by Resolution No. 2023-03 on August 9, 2023, and such Agreement was subsequently entered into by the Parties on the same date; and

WHEREAS, BCHA administrative staff have determined, and sought confirmation of said determination by legal counsel, and City of Ketchum's finance and administrative teams, that executing an Addendum to the Independent Contractor Agreement to record final changes to Section 2, Payment for Services, is a necessary and beneficial action warranting the approval and authorization of the Board; and

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

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the request to execute an Addendum to the Independent Contractor Agreement with Courtney Noble for Services on \_\_\_\_\_, 2023, set forth in Exhibit A, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

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

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY  
BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Chair

Exhibit A

**ADDENDUM TO THE  
INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE  
FOR SERVICES**

This Addendum to the Independent Contractor Agreement (“Addendum”) is made and entered effective to the \_\_\_ day of \_\_\_\_\_, 2023, by and between Blaine County Housing Authority (“BCHA”), and Courtney Noble (“Contractor”), collectively the “Parties.”

**FINDINGS**

- A. The BCHA is a municipal corporation duly organized and existing under the laws of the State of Idaho; and
- B. The BCHA is duly authorized and empowered to enter into such an Addendum; and
- C. An Independent Contractor Agreement (“Agreement”) with Courtney Noble for Services, attached hereto as Exhibit “A” and incorporated herein by reference, was brought before the Board of the Blaine County Housing Authority on August 9, 2023; and
- D. BCHA and the Board found that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth in the Agreement; and
- E. The Board authorized and approved the Agreement by Resolution No. 2023-03 on August 9, 2023, and the Agreement was subsequently entered into by the Parties on the same date; and
- F. Staff indicated to the Board, in the Staff Report and on the record, that the Agreement was substantially complete and presented for approval pending final changes; and
- G. Said final changes have been determined and agreed upon by the Parties and this Addendum to the Agreement is necessary to amend the Agreement to reflect said final changes; and
- H. An amended copy of the Agreement reflecting said final changes is attached hereto as Exhibit “B” and incorporated herein by reference; and

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

**1. Corrected Provision**

**1.1.** Section 2, Payment for Services, of the Agreement shall be amended as stated in Section 2 of this Addendum.

**2. Amended Provision**

**2.1.** Section 2 of the Agreement is amended to read as follows, with the amended language italicized:

**2. Payment for Services.** *In exchange for Services, the City shall pay Contractor up to \$28,700, to be invoiced monthly. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. Contractor and City staff will meet bi-weekly, when the Contractor will report to the City as to the Service activities.*

**3. Applicable Provisions**

**3.1** All other provisions of the Agreement not referenced and amended herein are thereby accepted by and binding to the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**BLAINE COUNTY HOUSING AUTHORITY  
CONTACTOR**

**COURTNEY NOBLE,**

\_\_\_\_\_  
Kieth Pery, Board Chair

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

ATTEST:

\_\_\_\_\_  
*Name*, Ketchum City Clerk

## EXHIBIT “A”

### INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES

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

#### FINDINGS

- A. The BCHA is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. the BCHA is duly authorized and empowered to enter into such an agreement;
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The BCHA finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein (“Services”).

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

1. **Description of Services.** Please refer to the scope of services as proposed in the City of Ketchum Pre-Litigation Mediation proposal submitted with this contract.
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor up to \$50,000.00. Contractor shall be on retainer for \$3,083.33 per month to be invoiced monthly. \$13,000 will be set-aside for training, which will be invoiced as a separate line item. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. Contractor and City staff will meet bi-weekly, when the Contractor will report to the City as to the Service activities.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.

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

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

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named a “Additional Insured” by all contractors and subcontractors.

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

BCHA:	CONTRACTOR:
Blaine County Housing Authority	Courtney Noble
Attn: Housing Director	50 Greens End Lane
P.O. Box 4045	Hailey, ID 83333
Ketchum, ID 83340	

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public’s business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made

available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

11. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
12. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal. Prior to any litigation, the parties agree to first attend mediation as a means of resolving any disputes.
16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**BLAINE COUNTY HOUSING AUTHORITY**

**COURTNEY NOBLE, CONTRACTOR**

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

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

ATTEST:

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



## EXHIBIT “B”

### AMENDED INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES

#### INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES

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

#### FINDINGS

- A. The BCHA is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. the BCHA is duly authorized and empowered to enter into such an agreement;
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
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2. **Payment for Services.** *In exchange for Services, the City shall pay Contractor up to \$28,700, to be invoiced monthly.* Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. Contractor and City staff will meet bi-weekly, when the Contractor will report to the City as to the Service activities.
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4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits.

Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
8. **Insurance.** Contractor is not covered by the City’s liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$2,000,000 aggregate
Each Occurrence	\$1,000,000
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take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

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13. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal. Prior to any litigation, the parties agree to first attend mediation as a means of resolving any disputes.
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20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**BLAINE COUNTY HOUSING AUTHORITY**

**COURTNEY NOBLE, CONTRACTOR**

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

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

ATTEST:

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