



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the contract for services with Courtney Noble"

Reasons for Recommendation:

- Courtney's expertise and experience in homelessness, transitional housing, coordination, and BCHA's application review make her ideally suited for continuing to assist BCHA.
- Housing Director does not have the capacity to manage leasing and selling units from BCHA's portfolio and Bluebird's initial screening while also managing staff, overseeing the implementation of BCHA's Strategic Plan, and Ketchum's Housing Action Plan.

Policy Analysis and Background:

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

GOAL 5: STEWARD/PRESERVE + EXPAND PORTFOLIO OF DEED RESTRICTED HOMES (CURRENT BCHA ROLE) OBJECTIVE 2. CONTINUE TO STEWARD INVENTORY OF EXISTING DEED-RESTRICTED HOMES IN BCHA INVENTORY, INCLUDING ON-GOING COMPLIANCE.

Background and ask: In January, the BCHA Board approved a contract for services with Courtney Noble to serve as Interim Housing Manager until that role is filled and take on more of those duties. Since then, Courtney assisted the Program Administrator in transitioning Silvercreek Living to BCHA management. She continues to be willing and able to oversee BCHA's application review process and placement in BCHA's rental and ownership units.

Staff are now seeking additional temporary assistance for Common Intake Form and Application reviews, and referrals to Bluebird Village which is now leasing up for Summer 2024. Courtney would manage this process.

Given the current staffing and the community's needs, staff recommend approving the attached contract for services.

About Courtney: Courtney Noble has 15 years of experience in coordinating similar efforts and in housing systems. In many communities, United Way takes on these coordination initiatives. Courtney worked for

United Way in King County, Washington overseeing a countywide housing stability initiative. She continues to consult on housing systems nationwide.

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

Financial Impact:

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

1. Resolution No. 2024-08
2. New Contract for Services
3. Scope of Work
4. Courtney Noble's resume

RESOLUTION 2024-09
BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS
AUTHORIZING THE CONTRACT FOR SERVICES WITH COURTNEY NOBLE.

WHEREAS, BCHA's primary role is to steward its existing portfolio, add new inventory, and now implement the Transitional Housing Plan; and

WHEREAS, the Housing Manager position remains vacant, pending future revisions and salary adjustments; and

WHEREAS, the Executive Director is prepared to hire additional temporary work to assist in application reviews under the direction of Courtney Noble; and

WHEREAS, Courtney Noble has ample experience and skills as the Interim Housing Manager and previous work experience in housing; 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 execution of the Agreement for Consulting Services with Courtney Noble.

Section 2. The Blaine County Housing Authority Board of Commissioners authorizes the BCHA administrative staff to manage such contract.

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DATED this ____ day of _____, 2024

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Executive Director

Vice Chair

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

This Independent Contractor Agreement ("Agreement") is made and entered effective to the 1st day of April, 2024, 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 BCHA.
- D. The BCHA finds that it is economical and efficient and that is in the best interests of the BCHA to contract with Contractor for certain services as set forth herein ("Services").

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

1. **Description of Services.** Please refer to the scope of services as proposed in the proposal submitted with this contract.
2. **Payment for Services.** *In exchange for Services, the BCHA shall pay Contractor a not to exceed amount of \$10,000, to be invoiced monthly.* Invoices for payment will be submitted monthly and payment made by BCHA upon BCHA review and approval within approximately thirty days. Contractor and BCHA staff will meet bi-weekly, when the Contractor will report to the BCHA as to the Service activities.
3. **Term.** The term of this Agreement shall 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 BCHA. The BCHA will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the BCHA. This Agreement shall not be construed to create or establish any employee-employee relationship between the BCHA and Contractor or make Contractor eligible for any BCHA employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify BCHA from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary

registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.

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

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

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

BCHA:	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 BCHA regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
11. **Non-Assignment.** Contractor hereby acknowledges that BCHA has agreed to enter this Agreement based in part on Contractor’s unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor’s right, title or interest in or to this Agreement without the prior written consent of BCHA.
12. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and

attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal. Prior to any litigation, the parties agree to first attend mediation as a means of resolving any disputes.

- 16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
- 17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
- 18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
- 19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

BLAINE COUNTY HOUSING AUTHORITY

COURTNEY NOBLE, CONTRACTOR

Keith Perry, Board Chair

Courtney Noble

ATTEST:

[Name]
Blaine County Housing Authority Clerk

Proposed Statement of Work

Noble/ BCHA

Project Purpose: Support BCHA in building strategies that maximize collaborative effectiveness to ensure that all people experiencing housing instability in Blaine County have access to a continuum of housing and services.

Proposed Scope: BCHA is seeking a professional independent contractor to assist with the following priorities:

- 1. Provide policy guidance to staff on transitional housing activities and other areas of Courtney's expertise.**
- 2. Support application, waitlist, sale and lease-up functions for affordable units.** This includes delegating application review of Common Intake Forms and referring households to Bluebird Village for lease-up this summer.
- 3. Explore and pursue funding opportunities to support housing stability in Blaine County.** This may include:
 - HUD funding (including the Emergency Services Grant and HOME-ARP) distributed through Idaho Housing and Finance Association
 - HUD funding including Rapid Rehousing funds distributed through our Continuum of Care and the Idaho Housing and Finance Association
 - FEMA funding
 - Private funding
- 4. Manage reporting on existing federal and state funds.**
- 5. Provide ongoing support to identify emergency housing and implement community Emergency and Transitional Housing Plan.** This may include establishing community eligibility for the funding streams noted above, convening an emergency housing planning team, participating in the Region 4 Continuum of Care (COC) projects, etc.
- 6. Other duties as requested and mutually agreed upon.**

Approach: The consultant will work closely with city and BCHA staff and other partner agencies.

Project Budget: The consultant's typical hourly rate is \$140/hour and will not exceed \$10,000 monthly, this equates to a maximum of 20 hours per week.