



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

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

Reasons for Recommendation:

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

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

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

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

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

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

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

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

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

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

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

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

Financial Impact:

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

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

RESOLUTION No. 2023-03

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

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

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

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

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

WHEREAS, BCHA administrative staff have determined, and sought confirmation of said determination by legal counsel, City of Ketchum's finance and administrative teams that recording the contract for services with BCHA is a necessary and beneficial action warranting the approval and authorization of the BCHA Board; and

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

Section 1. The Blaine County Housing Authority Board of Commissioners approves and authorizes the request to contract for services with Courtney Noble on August 9, 2023, set forth in Exhibit A, attached and incorporated herein, and directs the Executive Director to proceed with assisting in implementing the scope of work.

DATED this ____ day of _____, 2023

ATTEST:

**BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS**

Executive Director

Chair



INDEPENDENT CONTRACTOR AGREEMENT WITH COURTNEY NOBLE FOR SERVICES

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

FINDINGS

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

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

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

Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

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

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

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

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

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

CONTRACTOR:
Courtney Noble
50 Greens End Lane
Hailey, ID 83333

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and

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

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

20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

BLAINE COUNTY HOUSING AUTHORITY

COURTNEY NOBLE, CONTRACTOR

Keith Perry, Board Chair

Courtney Noble

ATTEST:

[Name]
Ketchum City Clerk

Proposed Statement of Work

Noble/ 5B Community Collaborative

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

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

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

- 1. Create a “cheat sheet” on who is eligible and how to apply for subsidized properties.** This work will be done in partnership with BCHA staff.
 - Estimate: 30 hours

- 2. Create a shared pre-application process and potentially a common waitlist for subsidized properties.**
 - a. Collect applications and summarize eligibility for each subsidized property (to the extent not already completed under Priority 1, above.)
 - b. Convene property managers and owners to vet a pre-application and build consensus around an implementation process. Facilitate these meetings.
 - c. Develop a work plan and timeline for roll-out of a pre-application.
 - d. With property managers and owners, explore feasibility of a common waitlist from which matched referrals to subsidized properties could be made.
 - Estimate five one-hour workgroup meetings plus 40 hours of support work: 45 hours

- 3. Explore and pursue funding opportunities to support housing stability in Blaine County.** This may include:
 - a. HUD funding (including the Emergency Services Grant and HOME-ARP) distributed through Idaho Housing and Finance Association
 - b. HUD funding including Rapid Rehousing funds distributed through our Continuum of Care and the Idaho Housing and Finance Association
 - c. FEMA funding
 - d. Private funding
 - Estimate up to 35 hours per funding application not to exceed 100 hours

- 4. Provide ongoing support to identify emergency housing and implement community Shelter Plan.** This may include establishing community eligibility for the funding streams noted above, convening an emergency housing planning team. etc.
 - Estimate up to 30 hours.

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

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

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

COURTNEY NOBLE

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

EXPERIENCE

FJORD STRATEGIES | Hailey, Idaho

Principal Consultant / October 2015 to present

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

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

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

UNITED WAY OF KING COUNTY | Seattle, Washington

Impact Manager, Ending Homelessness / June 2012 to October 2015

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

Manager of Basic Needs Programs | March 2010 to May 2012

Free Tax Campaign Manager | August 2007 to March 2010

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

SHARTSIS FRIESE LLP | San Francisco, California

Associate Attorney | November 2004 to July 2007

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

EDUCATION

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

Juris Doctor | May 2004

Honors: Dean's Scholarship Recipient

YALE UNIVERSITY | New Haven, Connecticut

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

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

ADDITIONAL INFORMATION

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