



# 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 Interim Housing Manager"

### Reasons for Recommendation:

- Courtney's expertise and experience in homelessness, transitional housing, and coordination make her ideally suited for the Interim Manager role.
- Housing Director does not have the capacity to assist Program Administrator in setting up infrastructure for transitional housing programs or leasing and selling units from BCHA's portfolio 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 August, the BCHA Board approved a contract for services with Courtney Noble to establish a Housing Navigation System. Since then, Courtney's offered to both serve as Interim Housing Manager until that role is filled and take on more of those duties. The contract amount for establishing the Housing Navigation System is fully drawn due to the absence of a Housing Manager.

Courtney is positioned to take over management of Frances's role as Program Administrator, currently restricted to management and placement in BCHA's transitional housing units and Lift Tower Lodge. She is also willing and capable of overseeing BCHA's application review process and placement in BCHA's rental and ownership units.

Staff are working with an HR advisor to clarify roles and expectations. The five hour retreat this Thursday, the 11<sup>th</sup> will assist the Housing Director and HR advisor in rewriting the Housing Manager job description. The position will be reposted after this. Once that position is filled, Courtney would be a great resource for onboarding and training.

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. 2024-04
2. New Contract for Services
3. Scope of Work
4. Courtney Noble's resume

RESOLUTION 2024-04  
BEFORE THE BOARD OF COMMISSIONERS  
OF THE BLAINE COUNTY HOUSING AUTHORITY  
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS  
AUTHORIZING THE 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, Courtney Noble has ample experience and skills to be the Interim Housing Manager, including working with BCHA for the previous ten months; 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.

*[This space left intentionally blank]*

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 \_ day of January, 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 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 Services, the City shall pay Contractor \$10,000, 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. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties execute this Agreement.

**BLAINE COUNTY HOUSING AUTHORITY**

**COURTNEY NOBLE, CONTRACTOR**

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

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

ATTEST:

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

## **Proposed Statement of Work**

### **Noble/ BCHA**

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

**Background:** Contractor has been supporting BCHA for the last ten months on individual projects addressing housing instability. Due to the recent adoption of the Silvercreek Living Master Lease and due to ongoing staffing vacancies, BCHA would like to engage Contractor to provide ongoing support and expand responsibilities.

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

- 1. Manage the transition of Silvercreek Living to BCHA.** This work will be done in partnership with BCHA staff.
  - This will include oversight of BCHA's adoption of financial, operational and support services functions at Silvercreek.
  
- 2. Support application, waitlist, sale and lease-up functions for affordable units.**
  
- 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.

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

**Project Budget:** Consultant will provide no less than 25 hours per week of services to BCHA. The consultant's typical hourly rate is \$140/hour, but will provide these services for a monthly rate of \$10,000.

# COURTNEY NOBLE

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

## EXPERIENCE

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**FJORD STRATEGIES** | Hailey, Idaho

**Principal Consultant** / October 2015 to present

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

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

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

**UNITED WAY OF KING COUNTY** | Seattle, Washington

**Impact Manager, Ending Homelessness** / June 2012 to October 2015

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

**Manager of Basic Needs Programs** | March 2010 to May 2012

**Free Tax Campaign Manager** | August 2007 to March 2010

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

**SHARTSIS FRIESE LLP** | San Francisco, California

**Associate Attorney** | November 2004 to July 2007

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

## EDUCATION

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

Juris Doctor | May 2004

*Honors:* Dean's Scholarship Recipient

**YALE UNIVERSITY** | New Haven, Connecticut

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

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

## ADDITIONAL INFORMATION

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