



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

I move to approve amended EPS contract.

Reasons for Recommendation:

- Understanding and adoption of the Employee Generation Nexus Study by local governments and stakeholders is key to it's success.
- Staff requested additional stakeholder engagement to ensure alignment across stakeholders as well as regular check-ins with BCHA, Wood River Land Trust, and Sun Valley Economic Development.
- These additional asks increase time and costs for EPS's work.

Policy Analysis and Background:

GOAL 2: RECOMMEND + ADVOCATE FOR POLICY THAT PROMOTES HOUSING
OBJECTIVE 1. RECOMMEND POLICIES TO PROMOTE HOUSING AT THE LOCAL LEVEL
OBJECTIVE 2: SERVE AS A SIGNLE SOURCE OF HOUSING DATA, HOUSING NEEDS, HOUSING LISTS TO SUPPORT DATA-DRIVEN DECISION MAKING, ACTION AND INVESTMENTS

GOAL 4: INFORM, ENGAGE, COLLABORATE
OBJECTIVE 5. SERVE AS THE HUB FOR REGIONAL HOUSING DATA

Background
New residential and commercial developments sometimes create jobs, then exacerbate the need for local community housing— three relevant studies demonstrate this precedence: the 2002 Blaine County Residential Job Generation Study, the 2023 Land Use and Employee Generation Study for Teton County Idaho, and the Affordable Housing Nexus Study completed by the Town of Jackson and Teton County, Wyoming.

The nexus between development, employee generation, and housing has not been studied in Blaine County for 21 years, since 2002. Now, the Blaine County Housing Foundation (BCHF)—the fiscal sponsor of the Blaine County Housing Authority (BCHA) — seeks funding to clarify the nexus and use the data to advise

planning and zoning efforts, build consensus across jurisdictions, and educate the community and stakeholders so that there's better understanding of – and support for – policy, zoning, and program changes.

While many community housing solutions require funding to develop, buy-down, or subsidize units, planning and zoning laws and policies can efficiently and inexpensively increase local supply using market development. The BCHA and WRLT will leverage the nexus study findings to advise beneficial planning and zoning efforts, regional coordination and community education.

After BCHA's budget development and approval, stakeholder feedback emphasized the need to increase housing-related education efforts and data-informed decision-making of local governments.

The goals of the Employee Generation Nexus Study are as follows:

1. To advise planning and zoning ordinances, negotiations, and decisions.
2. To build consensus between community partners on the impact of commercial and residential development on needed community housing units in Blaine County.
3. To inform public-facing education with data on the impact that new commercial and residential development has on the number of community housing units needed countywide.

Reasoning for amended EPS Contract

To further goals 1 and 3, staff requested bi-weekly meetings with EPS, Wood River Land Trust, and Sun Valley Economic Development. This provides these three stakeholders more opportunities to provide feedback on the report. To further goal 2, staff also requested EPS respond directly to stakeholder feedback – given their technical expertise on the subject matter.

The updated workscope adds the following:

- +\$2,500 for biweekly meetings
- +\$3,500 for two meetings with local planners, one meeting with the Implementation Partners, and one additional meeting with stakeholders
- +\$1,500 additional revisions to report and powerpoint, given additional stakeholder input

To these ends, the updated workscope adds \$7,500 to the original budget, bringing the total to \$38,300. The Spur Community Fund provided a grant for \$25,800 and Wood River Land Trust has covered \$2,500, leaving \$2,500 from BCHA's budget. The Wood River Land Trust could potentially split the increase as well.

Attachments:

1. Resolution 2024-21
2. Redlined workscope
3. Amended contract + workscope

RESOLUTION 2024-21
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 AMENDING THE CONTRACT FOR SERVICES WITH ENVIRONMENTAL & PLANNING SYSTEMS INC.

WHEREAS, BCHA’s 2022 Strategic Plan includes serving as a hub for regional housing data and recommending policies to promote community housing; and

WHEREAS, the BCHA administrative staff recognize a knowledge and data gap of the impact of market development on need for community housing; and

WHEREAS, Environmental & Planning Systems Inc. has extensive experience in generating nexus studies of employee generation in mountain communities; and

WHEREAS, two local governments are beginning the process of updating their comprehensive plans which would be better informed with adequate data; and

WHEREAS, greater community and stakeholder engagement is needed than anticipated to ensure buy-in; 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 amending the Agreement for Consulting Services with EPS.

Section 2. The Blaine County Housing Authority Board of Commissioners authorizes the BCHA administrative staff to manage such contract and promote the report’s findings.

DATED this ____ day of _____, 2024

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Executive Director

Chair

Work Program

Land Use and Employee Generation Study Blaine County, Idaho

The Blaine County Housing Authority (BCHA) in partnership with the Wood River Land Trust, is seeking to understand and quantify the impacts that new commercial and residential development has on demand for affordable, workforce housing in the region through the preparation of an employee generation nexus study. This analysis will occur against the backdrop of the preparation of a Regional Vision for growth and change, which is underway. The Regional Vision addresses a range of important regional issues such as traffic, water quality, land use, and affordable housing. The goal of the employee generation study is to provide data to support informed discussions about land use decisions and their impacts on the need for affordable workforce housing.

The following work program outlines the technical and analytical tasks required to respond to this question but stops short of identifying mitigation program parameters. Rather, the information may be used to inform annexation and entitlement negotiations and discretionary decisions.

Note that this work program does not anticipate any targeted stakeholder outreach with members of the community or developers active in the region.

Tasks

Task 1: Project Initiation and Ongoing Project Management

(approx. budget: ~~\$2,000~~ \$4,500)

This task includes an initial meeting to kick-off the study, introduce the team, and review the study objectives. EPS will review background materials prior to the kick-off meeting (housing needs study, etc.). During the meeting, we will finalize the scope, schedule, and timing of key deliverables, and begin a discussion about the study's data needs. We will aim to start establishing concurrence around key assumptions:

- Market-rate residential and nonresidential land use categories
- Household incomes of new market-rate, residential development
- Nonresidential employment density assumptions

Ongoing project management includes biweekly meetings between EPS and BCHA and Wood River Land Trust staff members. The purpose of the meetings is to share results of the study and receive feedback, as well as coordinate community engagement efforts.

Task 2: Residential Employee Generation

(approx. budget: \$13,000, includes purchase of IMPLAN data for Blaine County, ID)

This task is focused on quantifying the impact of new, market-rate residential development on the need for affordable, workforce housing in the County. Since home types and sale prices vary across the County, EPS will evaluate the employee generation impacts by distinct market area:

Ketchum, Sun Valley, Hailey, Bellevue, Carey, and the rest of the County. For each market area, the following subtasks are involved:

- Identify market-rate residential development land use categories (e.g., single family detached, single family attached, multifamily)
- Resident spending and employee generation
- Employee households and income categories
- Summary of employee generation impacts

Task 3: Nonresidential Nexus Study

(approx. budget: \$8,000)

This task is focused on quantifying the impact of new, nonresidential development on the need for affordable, workforce housing in the County. The following subtasks are involved:

- Identify nonresidential land use categories
- Job density and employee generation
- Employee households and income categories
- Summary of employee generation impacts

Task 4: Summary PowerPoint and Presentation

(approx. budget: \$5,000)

EPS will summarize the results of the analysis into a PowerPoint format slide deck and present the study results at up to three (3) in-person public meetings during the course of one 3-day/2-night trip. Travel costs (current estimate of \$2,000) are included in the above referenced budget and include travel (round-trip flight from the Bay Area), accommodations, and meals.

Task 5: Stakeholder Engagement on Assumptions and Draft Report

(approx. budget: \$3,500)

Community engagement includes preparation and presentation for two (2) meetings with local planners to review assumptions for the nexus study and review preliminary study results. This task also includes presentation at one (1) Implementation Partner Meeting to present assumptions for the nexus study. Lastly, Task 5 includes an additional (1) meeting with local stakeholders to review preliminary results and respond to questions.

Task 6: Additional Revisions to the Report and Summary PowerPoint

(approx. budget: \$1,500)

In addition to a consolidated round of comments from the client team for the report and the summary powerpoint, EPS anticipates additional revisions to the report and summary powerpoint based on stakeholder and community feedback leading up to the final community presentation. In the event that minor edits (e.g., labeling, additional footnote requests) arise from the in-person public meetings, EPS is available to make those changes.

Study Deliverables

- Draft and final versions of the Nexus Study. The Study will combine the results of Tasks 3 and 4. Following submittal of the Draft Nexus Study, EPS will incorporate one-round of consolidated comments from the client team and produce the Final Nexus Study.
- Draft and final versions of the PowerPoint presentation slide deck. Following submittal of the draft slide deck, EPS will incorporate one-round of consolidated comments from the client team and produce the final slide deck.

Budget and Schedule

- EPS anticipates that this work may begin in early 2024
- Study duration: approx. 3 mos.
- The previous budget was \$30,800, including contingency. The recommended budget addition, given additional work that was not anticipated at the time of the original contract, is \$7,500, for a total of **\$38,300.**

AGREEMENT FOR CONSULTING SERVICES

EPS # 231068

1. Parties

The parties to this Agreement are:

CLIENTS: Blaine County Housing Authority (BCHA)

CONSULTANT: Economic & Planning Systems Inc.

2. Scope of Service

CONSULTANT shall prepare an employee generation nexus study for CLIENT in conformance with the Scope of Services attached as **Attachment B**.

3. Budget

CONSULTANT shall be entitled to fees and expenses set forth in **Attachment B** provided that CONSULTANT shall complete its work for a total authorization of \$38,300. CLIENT agrees that in the event of a delay or work stoppage of 90 days or more, EPS, in its sole discretion, may submit a revised budget to CLIENT for its approval and that the parties shall negotiate the terms of any such revised budget in good faith.

4. Payment

CONSULTANT shall be compensated in the manner indicated in **Attachment B**. Invoices are due and payable upon receipt. CONSULTANT may charge interest on the unpaid amount for invoices that are more than 30 days' delinquent.

5. Time for Performance

CONSULTANT shall commence work upon mutual approval of this agreement. Thereafter the work shall be completed as specified in **Attachment B** unless the time is extended by mutual agreement.

6. Standard Terms and Conditions

Attachment A is the Standard Terms and Conditions that are incorporated by reference as though set out in full.

7. Approved: Dated this 10th day of January, 2024.

8. Amended: Dated this 10th day of July, 2024.

--Signature page follows--

The Economics of Land Use



Economic & Planning Systems, Inc.
1330 Broadway
Suite 450
Oakland, CA 94612
510 841 9190 tel

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Executed as of the day stated above.

Accepted:

Blaine County Housing Authority (BCHA)

Economic & Planning Systems Inc.
A California Corporation

Name, Title

Ashleigh Kanat, Principal

Signature

Attachment A
Standard Terms and Conditions for Consulting Services

1. Authority

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. Independent Contractor

It is specifically understood and agreed that in the creation and performance of this Agreement, CONSULTANT is an independent contractor, and is not and shall not be construed to be an employee or agent of the CLIENT.

3. Insurance

CONSULTANT shall maintain the following insurance:

- 3.1. Workers Compensation as required by law.
- 3.2. General Liability insurance of \$2,000,000 each occurrence, \$4,000,000 general aggregate.
- 3.3. Auto Liability insurance of \$1,000,000, combined single limit for bodily injury and property damage, covering non-owned and hired autos only.
- 3.4. Errors and Omissions/Professional Services Liability insurance in the amount of \$2,000,000 per claim/aggregate.
- 3.5. Excess/Umbrella Liability insurance of \$1,000,000.

4. Personnel

CONSULTANT represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. Interest of CONSULTANT

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

6. Publication, Reproduction, and Use of Material

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by CONSULTANT (CONSULTANT Work Product), in whole or in part, for purposes of this project. This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT acknowledges that CONSULTANT Work Product was prepared by CONSULTANT solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of CONSULTANT (which CONSULTANT may withhold in its sole discretion), (i) use CONSULTANT Work Product for purposes unrelated to the Project, (ii) modify CONSULTANT Work Product, or (iii) disclose or distribute any CONSULTANT Work Product to any other person, firm, or entity. CONSULTANT shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. Confidentiality

Any reports, information, or data given to or prepared or assembled by CONSULTANT under this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CLIENT. CONSULTANT is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. Amendments to the Contract

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. Disputed Invoices

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify CONSULTANT of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and CONSULTANT will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. Audits and Inspections

On reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. Compensation for Testimony and Preparation Thereof

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by CONSULTANT, by or against a third party, and CLIENT requests that CONSULTANT or a SUBCONSULTANT, (or if CONSULTANT or a SUBCONSULTANT is otherwise required) to testify, provide information, produce materials, or otherwise spend time on such action, then CLIENT shall pay CONSULTANT or SUBCONSULTANT for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. Termination of Agreement

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to CONSULTANT, on completion of any task described in the scope of services. In such event the CLIENT will pay to CONSULTANT the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based on any claim of CONSULTANT default, such payment shall include any sums withheld pursuant to this Agreement. In addition, CONSULTANT shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement previously incurred by CONSULTANT during the period of the Agreement, which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. Indemnification/Limitation of Liability

- 13.1. CLIENT agrees to release, indemnify, hold harmless, and defend CONSULTANT and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense, or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them may hereafter incur, suffer, or be required to pay by reason of any actions in connection with this Agreement or the performance thereof except as to claims which are finally adjudicated or arbitrated to have resulted from the sole negligence or willful misconduct of CONSULTANT.
- 13.2. CLIENT agrees that CONSULTANT is not responsible for the identification of hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents and is not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents.

14. Nondiscrimination and Equal Opportunity

CONSULTANT and its SUBCONSULTANTS shall not unlawfully discriminate against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by CONSULTANT under this Agreement because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), gender, or gender orientation. CONSULTANT shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONSULTANT thereby.

15. Standard of Performance

All work performed by CONSULTANT for CLIENT pursuant to this Agreement shall be performed by qualified persons and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based on the continued competent and efficient management by CLIENT. In addition, the conclusions reached by CONSULTANT are based on the assumption that no significant changes in project conditions will occur beyond those expressly discussed in CONSULTANT Work Product. CONSULTANT shall be able to rely on information provided to it by the CLIENT, and CONSULTANT shall have no responsibility to audit or otherwise verify such information.

16. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes, or other disasters.

17. Arbitration and Attorneys' Fees

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer, and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in Sacramento County, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc., (JAMS). In arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision award of the arbitrator shall be

binding on the parties and shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

18. Governing Law

This contract will be governed by and construed in accordance with the laws of the State of California.

19. Notice

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective on receipt of notice of such change by the opposite party.

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Revisions to the Report and Summary PowerPoint

(approx. budget: \$1,500)

In addition to a consolidated round of comments from the client team for the report and the summary powerpoint, EPS anticipates additional revisions to the report and summary powerpoint based on stakeholder and community feedback leading up to the final community presentation. In the event that minor edits (e.g., labeling, additional footnote requests) arise from the in-person public meetings, EPS is available to make those changes.

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