



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The Council supported the creation of a joint funded position between the city and the county in order to implement both city and valley sustainability initiatives.
- The funding was approved in the FY24 adopted budget.

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

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="The cost for services is \$88,802 for the year and funding will be allocated from the Non-Departmental account within the approved FY24 budget."/>
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Attachments:

- |   |
|---|
| <input type="text" value="1. Proposed Contract #24016"/>      |
| <input type="text" value="2. FY24 Sustainability Work Plan"/> |

AGREEMENT BETWEEN THE CITY OF KETCHUM AND BLAINE COUNTY FOR SUSTAINABILITY PROGRAM MANAGEMENT COST SHARING

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into this 3<sup>rd</sup> day of October 2023, by and between the City of Ketchum, Idaho, (hereinafter “City”) an Idaho municipal corporation and BLAINE COUNTY, (hereinafter “County”) a political subdivision of the State of Idaho, hereinafter referred to as the “Parties.”

RECITALS

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City of Ketchum and its residents; and

WHEREAS, the County is a political subdivision of the State of Idaho duly organized and existing under the laws of the State of Idaho; and

WHEREAS, the City and County have identified the need for a Sustainability Program, to include staff, equipment, software programs, and administrative costs; and

WHEREAS, the City and County and members of the public desire to develop a Sustainability Program to lead the region’s sustainability efforts in reducing the region’s carbon footprint and to proactively address climate-related impacts; and

WHEREAS, the City and County will benefit from a joint effort by collaborating on regional sustainability initiatives; and

WHEREAS, the City and County will work to develop short and long-term initiatives aimed at enhancing the sustainability of the region.

TERMS

NOW, THEREFOR, subject to the limitations of this Agreement and in order to provide assistance between the parties in providing Sustainability Program management services, it is hereby agreed as follows:

1. DURATION OF AGREEMENT. This Agreement shall not be effective until it is signed by the County and the City. It shall continue in full force unless terminated from the signature dates herein until September 30, 2024. The parties may agree to mutually extend this Agreement by subsequent written agreement.
2. NOTICES. All notices, requests, demands, or other communication required or provided for under this Agreement shall be in writing. Notices to the City and County shall be addressed as follows:

**CITY:**

City of Ketchum  
 Attn: City Administrator  
 P.O. Box 2315  
 Ketchum, ID 83340

**COUNTY:**

Blaine County  
 Attn: County Administrator  
 206 First Avenue South, Suite 300  
 Hailey, ID 83333

3. PURPOSE. The purpose of this Agreement is to allow the City to contract with County for partially funding the Sustainability Program Manager position to provide direct service to Blaine County and its cities serving as coordinator to streamline local governmental sustainability action.
4. FINANCE AND BUDGET. The City shall reimburse County for approximately fifty percent (50%) of the Sustainability Program Manager’s salary, benefits, and program costs for FY24. Such payment shall not exceed the amount of \$88,801.94 for FY24 and is to be paid in quarterly installment amounts of \$22,200.49 with the first payment due by November 1, 2023.
5. EMPLOYMENT STATUS. The City and County hereby agree that the Sustainability Program Manager shall perform the obligations under this Agreement exclusively as an employee of the County and not as employee or agent of the City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture, or other business entity or relationship other than that of this Agreement. The Sustainability Program Manager shall not receive nor be entitled to any employment-related benefits from the City including without limitation, workers’ compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that the City offers to its employees.
6. DUTIES. The provision of these services shall be governed as set out below:

The County and City agrees to collaborate on the following responsibilities pertaining to the Sustainability Program Manager position:

1. To agree on the position duties and responsibilities to benefit either or both the City and County.
2. To develop and approve the annual work plan.

3. To participate on or provide recommendations for participants to the Sustainability Advisory Committee.
4. To participate in conducting evaluations of work product and performance of the Program Manager.
5. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

The position will be assigned to work at the County to accomplish the tasks assigned. The position will report to the County Administrator.

The County agrees to host a dedicated web page on its web site for the Sustainability Program. Content of the web page will be determined by the Sustainability Advisory Committee and implemented by the Sustainability Program Manager as part of his/her duties.

7. AMENDMENT. This Agreement may be amended at any time, and from time to time, by the mutual written consent of the City and County for any of the following purposes:
  1. To add provisions to the Agreement to benefit either or both the City and the County.
  2. To extend the term of the agreement.
  3. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.
8. SEVERABILITY. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officials.

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

BLAINE COUNTY, an Idaho political subdivision

By \_\_\_\_\_  
Muffy Davis, Chair, Board of  
Blaine County Commissioners

ATTEST:

\_\_\_\_\_  
Stephen McDougall Graham, Blaine County Clerk

CITY OF KETCHUM, IDAHO,  
an Idaho political subdivision

\_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST:

\_\_\_\_\_  
Trent Donat, City of Ketchum Clerk

## 2024 Blaine County Sustainability Work Plan

Prepared for the City of Ketchum, as a supplement to the FY24 Sustainability MOU.

### Q1: October – December

- Enhance administrative systems for Blaine County’s Sustainability Department
- Evaluate, define and activate community led sustainability task forces pursuant of creation of a formal regional sustainability / climate action plan (Plan) at the county level, to include the following lines of effort with corresponding goals, tactics and strategies:
  - Land Use & Transportation
  - Clean Energy & Green Building
  - Solid Waste and the Circular Economy
  - Land & Water Conservation
- Hire a Sustainability Fellow to assist with Plan assembly
- Evaluate Plan goals and tactics
- Establish implementation framework for tactics
- Provide oversight and management of Blaine County’s Recycle Center
- Provide oversight and management of Blaine County’s Safe Streets for All FHWA grant
- Provide oversight and management of Blaine County’s Hazard Mitigation Grant Program (HMGP) application for microgrid scoping
- Provide oversight and management of Blaine County and partner communities Energy Efficiency Conservation Block Grant (EECBG) grant application
- Provide oversight of Blaine County’s circular economy and recycling assessment and all related contracts

### Q2: January – March

- Finalize Plan, including partnerships, resource allocation and strategic elements
- Submit Plan for adoption by Blaine County Board of Commissioners and City governments
- Activate planning elements in accordance with prioritization and resource availability
- Management and oversight of all above noted efforts along with related grants, contracts and procurement processes
- Provide oversight and management of Blaine County’s Recycle Center

### Q3: April – June

- Management and oversight of all above noted efforts along with related grants, contracts and procurement processes
- Plan implementation/facilitation alongside partners and project leads
- Continuous improvement of Sustainability systems and partnerships
- Management and oversight of all above noted efforts along with related grants, contracts and procurement processes
- Provide oversight and management of Blaine County’s Recycle Center

### Q4: July – September

- FY25 Budgeting
- Management and oversight of all above noted efforts along with related grants, contracts and procurement processes
- Plan implementation/facilitation alongside partners and project leads
- Development of FY25 work plan based on adopted climate/sustainability action Plan
- Provide oversight and management of Blaine County's Recycle Center



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 24016**

<b>To:</b> 1385 BLAINE COUNTY TREASURER 219 1ST AVE. SOUTH SUITE 102 HAILEY ID 83333	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	SUSTAINABILITY CONTRACT FY24      01-4193-6500	88,802.00	88,802.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		88,802.00

\_\_\_\_\_  
 Authorized Signature