



City of Ketchum

March 1, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Approval of Cost Sharing Agreement with Blaine County for Sustainability Program Management

Recommendation and Summary

On January 19th, the City Council expressed support for a cost-share arrangement between the city and Blaine County to fund a City-County Sustainability Program Manager. On January 26th, the Board of County Commissioners considered the matter and concluded that they were uncomfortable moving forward with filling a full-time county position (FTE) in the current fiscal year. Instead, they supported the idea of a contract position for the remainder of this fiscal year and then make a final determination on the position as part of their spring budget development process. **The proposed cost-share agreement was presented to the City Council for consideration on February 16th. The Council expressed concerns regarding adoption of the cost share agreement without other coordination elements that were to be addressed through an accompanying Joint Powers Agreement or Memorandum of Understanding. Those coordination elements are now contained in section seven of the cost share agreement.**

The reasons for the request are as follows:

- Many of the city's sustainability initiatives such as clean energy will require a valley or regional solution to be effective.
- This position will provide a single coordinator to create implementation plans between all governmental and non-governmental entities.
- Creation of this position would enable better coordination between not only governmental entities within the valley but non-profits as well.

Introduction and History

Over the last year there have been informal discussions between the county and the cities of Hailey and Ketchum regarding the synergistic value of a position to coordinate key valley sustainability initiatives (e.g. clean energy, solid waste/recycling, water). The original concept was to split the funding equally between the three entities. Currently, the City of Hailey does not have funds to participate but hopes to participate in future years.

Analysis/Next Steps

Should the Council approve this cost-share agreement, the county would advertise for professional services proposals. The city would have an equal voice in the selection of the consultant and their associated annual work plan. Staff has also raised the idea of a steering or advisory committee consisting of both governmental and non-profit organizations who focus on valley sustainability efforts.

Sustainability Impact

Many of the city's goals outlined in the Ketchum Sustainability Plan are valley-wide in nature. This position would help bifurcate regional goals to this new position and city only goals to city staff.

Financial Impact

Blaine County has drafted the RFP document with the allowance of up to \$10,000 per month based on qualifications and scope of work. This would be split equally between the city and county.

The City Council allocated \$50,000 in the FY21 budget for sustainability related initiatives. To date, \$3,000 was used for professional services to facilitate KSAC efforts. The remaining funds could be used for this position. Assuming a consultant was retained by the first of March at the maximum monthly rate, it would be a total of \$70,000, with \$35,000 being the city's portion. Should KSAC identify one-time sustainability projects in the current fiscal year, funds could come from the current CIP fund balance to implement.

Attachment:

Cost Share Agreement

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 _____ day of February, 2021, 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, 2021. 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
480 East Avenue N.
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 contracted rate for FY21. Such payment shall not exceed the amount of \$5,000.00 per month to be paid in quarterly installments not to exceed \$15,000.00 quarterly with the first payment due _____, 20__.
5. EMPLOYMENT STATUS. The City and County hereby agree that the Sustainability Program Manager shall perform the obligations under this Agreement exclusively as an Independent Contractor 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. MUTUAL HOLD HARMLESS. Each Party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.
7. 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 participate in the hiring process of the Sustainability Program Manager.
3. To develop and approve the annual work plan.
4. To participate on or provide recommendations for participants to the Sustainability Advisory Committee.
5. To participate in conducting evaluations of work product and performance of the Program Manager.
6. 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.

8. 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.
9. 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 February, 2021.

CITY OF KETCHUM, IDAHO
an Idaho political subdivision

By _____
_____, _____

BLAINE COUNTY, an Idaho political subdivision

By _____
_____, Chair, Board of
Blaine County Commissioners

ATTEST:

JoLynn Drage, Recorder