



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

The scope of work for the contract is:

1. Prevent negative/hostile legislation toward Resort Cities.
2. Coalition Building: The lobbyist(s) serves as a coordinating resource between all resort cities in Idaho with a goal of speaking with one voice with the Governor’s Office and Legislature.
3. The Coalition has established the following legislative priorities for the 2024 session:
 - a. Protecting Local Option Tax
 - b. Protecting Short-Term Rental legislation
 - c. To support a possible addition to liquor licensing
 - d. To advocate for more state funds for workforce housing
 - e. To advocate/support childcare funding
 - f. To continue our conversations with the Idaho Department of Transportation on uniform needs.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	This contract can be funded via the General Fund Contingency budget. A three-tiered funding structure has been proposed consisting of small towns at \$275, mid-sized at \$575, and larger communities at \$2,750 (a 10% increase from last year). Should full financial participation occur, the net cost to the City of Ketchum would be \$8,725 (vs. \$12,500 in FY23).
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Attachments:

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into by and between McClure Policy, LLC (McClure) an Idaho limited liability company with principal offices in Boise, and the City of Ketchum (Ketchum) an Idaho municipality.

In consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. The initial term of this Agreement shall be for five (5) months starting December 1, 2023 and terminating on April 30, 2024 unless terminated by either party in accordance with the provisions of Paragraph 6 of this Agreement.
2. Ketchum hereby retains McClure to assist with lobbying and government affairs services in the state of Idaho on behalf of the Resort Cities Coalition (RCC). Such services shall involve informing, advising and lobbying on behalf of RCC on matters relevant to Idaho’s resort cities. In particular, McClure will work to: (1) protect the resort cities local option tax; (2) support funding for affordable workforce housing; (3) reinforce local autonomy of short-term rentals; (4) assist with efforts to update Idaho’s liquor laws; (5) cultivate positive relationships between RCC and state agencies such as ITD; and (6) communicate regularly with RCC via weekly zoom calls and written updates during the legislative session. Emily McClure shall register as a lobbyist on RCC’s behalf and will use her best efforts to represent RCC in state government affairs. Emily McClure’s colleagues Blake Youde of Youde & Associates, LLC and Hailie Johnson-Waskow of Waskow Policy, LLC will also register as lobbyists on behalf of RCC and will use their best efforts to represent RCC in the same capacity.
3. In consideration of McClure’s services, Ketchum shall pay five thousand dollars (\$5,000) each month, for a total five-month contract of \$25,000. In addition, Ketchum shall reimburse McClure for reasonable and customary expenses, including but not limited to, legislative entertainment expenses and in-state travel expenses incurred in fulfilling obligations under this Agreement.
4. McClure will provide its own office, supplies and support staff as necessary for the performance of government affairs services. It is further understood that McClure will be an independent contractor and not an employee of Ketchum and as such, McClure will be responsible for its own insurance, as required by law. McClure shall indemnify and hold harmless Ketchum, RCC, its affiliates, and its respective officers, directors, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments including attorneys’ fees and costs, arising out of, or relating to, McClure’s services under the Agreement, except to the extent that such claims, liability, losses or expenses arise from or in connection with any act or omission of the City of Ketchum, its officers, trustees, employees or agents.
5. McClure will submit oral and/or written reports, as appropriate and as requested to such persons as RCC shall direct, regarding activities undertaken pursuant to this Agreement.

- 6. This Agreement may be terminated at any time by either party without cause on thirty (30) days written notice.
- 7. This Agreement is a personal services agreement and shall not be assigned or transferred in whole or in part by either party, except as described in paragraph 2.
- 8. Jade Riley is the City Administrator of Ketchum and is authorized to enter into this agreement on behalf of Ketchum.

IN WITNESS THEREOF, the parties hereto have executed this 18th day of December 2023.

City of Ketchum

McClure Policy, LLC

Neil Bradshaw, Mayor

Emily McClure, Principal
McClure Policy, LLC

ATTEST

Trent Donat, City Clerk & Business Manager



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: 24056

To: 5931 MCCLURE POLICY, LLC 5940 S SCHOONER PL BOISE ID 83716	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/12/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	LOBBYIST CONSULTING AGREEMENT 01-4193-9930	25,000.00	25,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		25,000.00

 Authorized Signature