



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve contract #25036 with McClure Policy, LLC for Governmental Relations Services in a not-to-exceed amount of \$60,000 and to seek reimbursement from Resort City Coalition members."

Reasons for Recommendation:

The 2024 legislative session was the most fruitful year for the Resort Cities Coalition (RCC), which has grown to span 24 cities (including Ketchum). The lobbying efforts of Emily McClure and her team ensured the defeat of a bill that would have stripped Ketchum's (and others') ability to regulate short-term rentals for public safety. Another win was securing the passage of a resort city-only bill allowing for additional liquor licenses for dining establishments. Additionally, the RCC hosted a summit with the executive leadership team from ITD to discuss common issues among resort cities. And most recently, the RCC met with the Idaho Housing Finance Association (IHFA) to lobby for adjustments to their 2-year funding plan to address unique issues for resort cities. Based on the breadth of topics, the RCC voted to extend the previous legislative session-only contract (5 months) with McClure Policy, LCC to a full 12 months, as much of their work requires continued discussions and relationship building in the summer and fall seasons.

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 Resort Cities Coalition (RCC) will continue to focus on the following legislative priorities for the 2025 session:
 - a. Protecting Local Option Tax
 - b. Do no harm to cities with STR ordinances
 - c. Reactivate and participate in a state-wide Housing Coalition in an effort to identify ongoing funding opportunities
 - d. Monitor childcare funding
 - e. Monitor resort cities liquor licensing statute
 - f. Continue ITD relationship building
4. FY2025 marks the first year that the RCC will have year-round (December-November) representation.

Sustainability Impact:

None.

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 \$500, mid-sized at \$1,000-1,500, and larger communities at \$4,000-\$10,000 based on their respective LOT collections. Should full financial participation occur, the net cost to the City of Ketchum would be \$24,500.
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Attachments:

1. Proposed Contract #25036
2. Purchase Order #25036

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 twelve (12) months starting December 1, 2024 and terminating on November 30, 2025 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) implement Idaho’s new resort city restaurant liquor license law; (2) represent the RCC in negotiations with stakeholders and lawmakers to protect local governance of short-term rentals; (3) protect the resort cities local option tax; (4) support funding for childcare and affordable workforce housing; (5) cultivate positive relationships between RCC and state agencies such as ITD and ABC; and (6) communicate regularly with RCC. Emily McClure shall continue to 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 continue to 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 twelve-month contract of \$60,000. 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 4th day of November 2024.

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: 25036

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
10/30/2024	CCHING	CCHING		0	

Quantity	Description	Unit Price	Total
1.00	RESORT CITIES COALITION LOBBYING CON 01-4193-9930	60,000.00	60,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		60,000.00

_____ Authorized Signature