



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve the contract with Sun Valley Events, Inc. for event production services, effective April 1, 2024.

Reasons for Recommendation:

The current contracted Events Manager, Eryn Alvey, is resigning to pursue other interests.
The Events Manager produces city events such as Kech-em' Alive, Winter Solstice, Summer Solstice, and the Holiday Tree Lighting. Internal staff do not have the bandwidth to produce these events without contracted help.
The costs for Sun Valley Events' annual fees and Eryn Alvey's fees are about the same. Eryn Alvey's contract will be canceled beginning March 30, 2024, and Sun Valley Events' contract will replace it.

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

Events Manager Eryn Alvey has been working under a Council-approved contract since December 4, 2023, of \$2,600 a month (\$31,200 annually) to produce city events including Kech-em' Alive, Summer Solstice, Winter Solstice, and the Holiday Tree Lighting. She will be resigning beginning March 31, 2024, to pursue other interests. \$14,700 of the contract has been paid so far. The remaining balance will be void.
The city still needs contracted services to finish producing these events and provide onsite management this year. Sun Valley Events has produced and managed the city's Wagon Days events for 24 years. They have also helped with other city events throughout the years to varying degrees. They are familiar with city code, staff, and expectations. Sun Valley Events' contract, which would cost \$32,500 for the 2023-24 fiscal year (in addition to their current Wagon Days contract) and would ensure these events can take place this year.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	Since some funds have already been paid for Eryn Alvey's current work (\$14,700), costs for line item #01-4150-4200 (General Fund Professional Services) would exceed the budgeted amount by about \$16,000. These funds will be recouped by finding savings in other areas.
--	--

Attachments:

1. Independent Contractor Agreement #24076 with Sun Valley Events, Inc.
2. Addendum – Responsibility Outline, Sun Valley Events, Inc.
3. Purchase Order Number 24076

INDEPENDENT CONTRACTOR AGREEMENT #24076 WITH SUN VALLEY EVENTS, INC.

THIS CONTRACT FOR SERVICES ("Agreement") is entered into as of the 1st day of April, 2024, by and between Sun Valley Events, Inc. and the City of Ketchum, an Idaho municipal corporation (Sun Valley Events, Inc. and City of Ketchum are, collectively, the "Parties") with reference to the following facts:

RECITALS

A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with community events ("Ketchum Alive, Summer Solstice, Winter Solstice, and Annual Tree Lighting). Accordingly, the City has determined that these community events serve a public purpose and is a benefit to its citizens.

B. Sun Valley Events, Inc. has the expertise necessary to promote, organize, manage, coordinate and produce community events and other related programs and to assist the City of Ketchum in the management of Ketchum Alive, Summer Solstice, Wagon Days Concert and East Ave. activities, Winter Solstice, and Annual Tree Lighting from the contract effective date to December 30, 2024 ("Contract Period").

C. City of Ketchum desires to retain the services of Sun Valley Events, Inc., and Sun Valley Events, Inc. desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. General Duties. Sun Valley Events, Inc. agrees to organize, manage, coordinate and produce Ketchum Alive, Summer Solstice, Winter Solstice, and Annual Tree Lighting according to the terms and conditions of this Agreement.
2. Description of Services. Sun Valley Events, Inc. shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the "Services").
3. Payment for Services. In exchange for the Services, City of Ketchum shall pay Sun Valley Events, Inc. as follows:

Professional service fee - (8) monthly payments of four thousand six hundred forty-two dollars and fifty cents (\$3611.11) will be made on the first day of each month beginning May 1, 2024 and a final payment due on December 30, 2024 for a total payment of thirty-two thousand and five hundred dollars (\$32,500). Payment shall be made based on Ketchum's review and approval of work completed that month.

4. Term - Month to Month. This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on December 30, 2024 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Sun Valley Events, Inc. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of such termination, Sun Valley Events, Inc. shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Sun Valley Events, Inc. at the date of termination shall be refunded to Ketchum within twenty (20) days.

5. Independent Contract/No Partnerships or Employee Relationship.

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

(b) In rendering the services contemplated by this Agreement, Sun Valley Events, Inc. is at all times acting as an Independent Contractor and not as an employee of City of Ketchum. Sun Valley Events, Inc. shall have no rights or obligations as an employee by reason of the Agreement, and City of Ketchum shall not provide Sun Valley Events, Inc. with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program.

(c) Except as set forth in the Addenda to this Agreement, City of Ketchum shall not exercise any control whatsoever over the manner in which Sun Valley Events, Inc. performs the obligations contemplated herein.

(d) Sun Valley Events, Inc. may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) City of Ketchum shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Sun Valley Events, Inc. Sun Valley Events, Inc. hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Sun Valley Events, Inc.'s failure to pay such payroll or employment taxes.

6. Assignment. Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. Representations and Warranties by Sun Valley Events, Inc. Sun Valley Events, Inc. hereby represents and warrants to City of Ketchum as follows:

(a) Sun Valley Events, Inc. has the knowledge, experience and expertise and office equipment resources necessary to organize, manage, coordinate and produce Ketchum Alive, Summer Solstice, Winter Solstice, and Annual Tree Lighting.

(b) *City of Ketchum shall retain proprietary rights over all electronic and physical records and files, mailing lists, contracts and other items relating to the Ketchum Alive, Summer Solstice, Winter Solstice, and Annual Tree Lighting.*

(c) *Public Records. Sun Valley Events, Inc. hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Sun Valley Events, Inc. for Ketchum, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho*

Code. Accordingly, Sun Valley Events, Inc. shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

(d) Sun Valley Events, Inc. shall provide all Ketchum Alive, Summer Solstice, Winter Solstice, and Annual Tree Lighting materials to City of Ketchum immediately upon request.

(e) Sun Valley Events, Inc. maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audio visual, staging, lighting, decor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.

8. Default. In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. Voluntary Agreement. This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. Binding Agreement. The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. Mediation. Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. Attorney Fees and Costs. In the event that any of the Parties is required to incur attorney fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. Entire Agreement. This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.

14. Modification. This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.

15. Waiver. In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.

16. Severability. In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of

the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

17. Interpretation.

(a) Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

(b) This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

(c) The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

(d) Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. *Time is of the Essence. Time is hereby made expressly of the essence in every term.*

19. Governing Law and Jurisdiction. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. Capacity to Execute. Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. Counterparts. The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. Indemnification. Sun Valley Events, Inc. shall indemnify and hold harmless Ketchum and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Sun Valley Events, Inc. or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City of Ketchum, directly or indirectly, in conjunction with this Agreement.

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures

CITY OF KETCHUM

SUN VALLEY EVENTS, INC.

Neil Bradshaw, Mayor

Heather LaMonica Deckard, President

ADDENDUM1

RESPONSIBILITY OUTLINE SUN VALLEY EVENTS, INC.

General Event Management

- *Project management: plan, direct, develop and coordinate scope and production of event activities with City staff*
- *Secure entertainment including bands and performers*
- *Secure event audio visual provider*
- *Secure event security provider*
- *Secure appropriate restrooms, handwashing station, recycling services, and trash*
- *Oversee event volunteers and staffing (City of Ketchum is responsible for staffing)*
- *Solicit and procure food and beverage vendors*
- *Ensure proper sponsor recognition*
- *Secure required permits*
- *Event design and décor as needed*
- *Secure travel and lodging for performers and vendors as needed*
- *Work with community non-profits and organizations for event presence as needed.*
- *Coordinate public transportation to events as needed*

On-Site production

- *Oversee and coordinate activities*
- *Oversee signage at venue and directing to events*
- *Oversee and monitor venues*
- *Coordinate City of Ketchum for event setup, breakdown, and event strike*

Administration

- *Create action plan and outline responsibilities*
- *Develop and coordinate distribution of event correspondence (vendor forms, thank you letters, notices, sponsor and donor letters.)*
- *Provide content to City for marketing and promotion*
- *Review marketing and promotion for event detail accuracy*

Financials

- *Work within provided budgets*
- *Alert City of any anticipated overages*
- *Approve payables/receivables*
- *Reconciliation*
- *Provide information to City of Ketchum to issue invoices*



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: 24076

To: 3983 SUN VALLEY EVENTS HEATHER LAMONICA DECKARD 190 PERO RD BELLEVUE ID 83313	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/28/2024	KCHOMA	KCHOMA		0	

Quantity	Description		Unit Price	Total
1.00	GENERAL EVENT MANAGEMENT	01-4150-4200	32,500.00	32,500.00
			SHIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	32,500.00

_____ Authorized Signature