



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve the contract #25125 with Sun Valley Events, Inc. for the production of Wagon Days events

Reasons for Recommendation:

Sun Valley Events, Inc. has been helping the city produce Wagon Days events since 2011.

Sun Valley Events, Inc.'s current contracts with the city have expired.

City staffing does not have the bandwidth to produce all Wagon Days events without contracted support.

Ketchum supports events that celebrate the community's culture and have a positive effect on the economy, including Wagon Days.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	This expense was accounted for in the 2025 Fiscal Year budget. The contract amount is \$57,000.
--	--

Attachments:

1. Independent Contractor Agreement with Sun Valley Events, Inc.

2. Addendum – Responsibility Outline, Sun Valley Events, Inc.
3. Purchase Order Number 25125

INDEPENDENT CONTRACTOR AGREEMENT 25125 WITH SUN VALLEY EVENTS, INC.

THIS CONTRACT FOR SERVICES ("Agreement") is entered into as of the 19th day of May, 2025 by and between Sun Valley Events, Inc. and the City of Ketchum, an Idaho municipal corporation (Sun Valley Events, Inc., and the City of Ketchum are, collectively, the "Parties") with reference to the following facts:

RECITALS

A. The City of Ketchum desires to promote the community's culture and benefit the economy by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Wagon Days parade and events. Accordingly, the City has determined that this community event serves 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 the annual Wagon Days parade and other select Wagon Days events from the contract effective date of May 19, 2025, to December 31, 2025 ("Contract Period").

C. The 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 the annual Wagon Days events, as outlined in Addendum 1.
2. Description of Services. Sun Valley Events, Inc. shall complete the assignments as outlined in Addendum 1, attached hereto and incorporated herein by this reference (the "Services").
3. Payment for Services. In exchange for the Services, the City of Ketchum shall pay Sun Valley Events, Inc. as follows:

Professional Service Fee. Eight payments of \$7,125 will be made on the nineteenth day of each month beginning May 19, 2025, with a final payment due on December 19, 2025, for a total payment of \$57,000. Payments during the 2025 fiscal year (May 19, 2025, through September 30, 2025) are covered under purchase order #25125. Payments during the 2026 fiscal year (October 1, 2025, through December 14, 2025) will be covered under a new purchase order to be presented before the City Council before the 2026 fiscal year begins.

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 31, 2025, 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 the City of Ketchum. Sun Valley Events, Inc. shall have no rights or obligations as an employee by reason of the Agreement, and the 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, the 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) The 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 they will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies the 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. 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 the City of Ketchum as follows:

(a) Sun Valley Events, Inc. has the knowledge, experience, and expertise necessary to create, organize, manage, coordinate, and produce the annual Wagon Days events.

(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 annual Wagon Days events.

(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 made public, pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code. Accordingly, Sun Valley Events 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 the annual Wagon Days event materials to the 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 events, 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 not be 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 are 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 that has signed it. An electronic 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. from 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

Date

Heather LaMonica Deckard, President

Date

**ADDENDUM 1
RESPONSIBILITY OUTLINE
SUN VALLEY EVENTS, INC.**

Contracted activities for Sun Valley Events, Inc. focus on the parade, participants, programming/talent, and future talent acquisition of the Annual Wagon Days events and include the following.

General Event Management

- Plan, manage, and coordinate:
 - parade and parade participants;
 - the downtown concert on East Avenue;
 - the Grand Marshal Ceremony and dinner;
 - cultural events at Champion Meadows; and
 - programming at Ore Wagon Museum
- Recruit, organize, and manage event volunteers
- Identify and coordinate individuals needed to fulfill roles that the City of Ketchum cannot fill
- Post-event recap meeting with City representatives

Administration

- All correspondence and coordination with parade participants and donors, including entry forms, confirmation letters, participant notices, and thank-you letters

Finance

- Submit Wagon Days contracts and expenses to the city for approval/payment

Database management

- Maintain a current and organized database of parade participants, volunteers, sponsors, vendors, and committee members

Ore Wagon Museum setup, staffing, and programming

- Establish the days and hours of operation with the city
- Set up artifacts and curate cultural displays in the space
- Staff the museum during operating hours
- Display and sell merchandise

Parade and Parade Participants:

- Participant camping areas
 - Coordinate parade “Red Barn” camping area
 - Work with Sun Valley Company and adjacent homeowners to set up the “Red Barn” field area for participants
- Parade entries
 - Recruit and secure a contract with the Big Hitch teamster
 - Arrange for travel and hospitality for the Bug Hitch team
 - Solicit and confirm parade entries
 - Organize wagons, teams, and teamsters to participate in the parade and connect community groups with providers
- Staging
 - Coordinate with Sun Valley Company's legal team on the contract
 - Work with Sun Valley Company's Horseman Center for advanced planning and onsite

- execution
 - Coordinate with Sun Valley Company Security on routing residents and resident communications
 - Develop and manage parade staging plan, logistics, and participant staging communications
 - Coordinate pre-event Big Hitch practice
 - Recruit brakeman
 - Coordinate parking and traffic personnel to maintain entry and exit points
- Judges
 - Organize and recruit parade judging (training as needed), volunteers, awards, and judging stand
- Parade Route
 - Coordinate proper signage, announcements, and print materials for crowd safety announcements
 - Review the route and identify potential areas that may unduly distress animals
 - Ensure proper sponsor recognition signage and other entry signage
- Announcing Stands
 - Develop announcing stand scripts and materials
 - Identify announcers and announcer assistants: train and recruit as needed
 - Coordinate announcing stand setup and AV contract; work with private property owners to secure locations and power on private property
- Picnic and awards
 - Coordinate post-parade participant picnic and awards; arrange for catering, supplies, and individuals as needed to serve food

Marketing and community engagement

- Develop public information regarding the rules for attending
- Create/distribute internal communications for event participants

Program and schedule development

- Prepare a schedule of events, in tandem with the city

Merchandise and poster artist outreach

- Manages, procures, sells, and distributes official Wagon Days merchandise, in coordination with the city
- Identifies and engages an artist to create the annual Wagon Days souvenir poster
- Coordinate Wagon Days poster artist signing event

Downtown concert

- Identify and book musical talent
- Manage artist travel and lodging
- Contract and manage audio/visual production
- Prepare event footprint and layout
- Oversee set-up, event operations, and strike

Grand Marshal ceremony and reception

- Develop and manage a ceremonial event and reception honoring the Wagon Days Grand Marshals
- Design event layout and coordinate site setup

- Coordinate catering, beverage service, floral, and event décor
- Manage AV needs and stage program
- Full on-site event and guest experience management

Cultural events at Champion Meadows (Sun Valley)

- Establish programming and recruit and book talent
- Acquire permitting from the City of Sun Valley

Expanding Participant Recruitment

- Research and identify non-motorized parades with compatible values and historic relevance
- Conduct outreach to parade organizers, teamsters, and entry providers associated with those events
- Attend and network at selected parade and historic events to build partnerships and recruit new entries for Wagon Days
- Establish ongoing relationships with providers to create a shared support system between parades
- Recruit new entries and work to formalize shared commitments and traditions
- Develop a dedicated Wagon Days Committee with an emphasis on finding donors and sponsors to support the costs associated with parade entries
- Engage community members to foster a hospitality initiative that supports visiting horsemen and parade providers
- Support the identification and sponsorship of entries that uphold the traditional and historic character of Wagon Days



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: 25125

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
05/13/2025	KCHOMA	KCHOMA			

Quantity	Description	Unit Price	Total
1.00	Wagon Days 2025 Contract 02-4530-4200	57,000.00	57,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		57,000.00

Authorized Signature